CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

EDWIN M. LEE, MAYOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA

May 13, 2015 – 1:30PM

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

DIRECTORS

V. Fei Tsen, President
Larry Mazzola, Jr., VP
Linda Fadeke Richardson
Hon. Jane Kim (Ex-Officio)

Jean-Paul Samaha, Secretary
Mark Dunlop, CFO
Jeff Kositsky

Robert Beck, Treasure Island Director
Kate Austin, Commission Secretary

ORDER OF BUSINESS

1. Call to Order and Roll Call

2. General Public Comment
This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held after each item on the agenda.
(Discussion Item)
Estimated Length of Item: 15 minutes

3. Report by Treasure Island Director
This item is to allow the Treasure Island Director to report on Island Operations and Development activities including leasing, health and public safety, utilities, budget, Quality of Life issues, social services and on-Island events, the status of environmental remediation and coordination with the Department of the Navy, interactions with other City and State agencies, progress with Treasure Island Community Development in implementation of the Disposition and Development Agreement and related plans, and other activities related to the transfer and development of the former Naval Station

Treasure Island. *(Discussion Item)*
Estimated Length of Item: 30 minutes

4. Communications From and Received by TIDA *(Discussion Item)*
Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors *(Discussion Item)*
Estimated Length of Item: 5 minutes

6. CONSENT AGENDA *(Action Items)*
Estimated Length of Item: 5 minutes
All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

   a. Approving the Minutes of the April 8, 2015 Special Meeting
   b. Resolution Authorizing the Adjustment of Rates for Utility Users on Treasure Island and Yerba Buena Island

7. Resolution Approving the Major Phase Application for the First Phase of the Treasure Island / Yerba Buena Island Development Program (*Action Item*)
Estimated Length of Item: 30 min

8. Resolution Approving the Budget of the Treasure Island Development Authority Fiscal Years 2014-15, 2015-16 and Authorizing the Directors of Treasure Island to Enter into Work-Orders for Services with other City Departments, Professional Services Contracts and Agreements with Service Providers (*Action Item*)
Estimated Length of Item: 15 min

9. Resolution Authorizing the Treasure Island Director to Execute a Deposit and Reimbursement Agreement Relating to Naval Station Treasure Island Development (*Action Item*)
Estimated Length of Item: 10 min

10. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

Disability Access
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The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

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Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Avenue, Suite 220, San Francisco, CA 94102, telephone (415) 252-3100, fax (415) 252-3112; web site http://www.sfgov.org/ethics/.

KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE
Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact by mail Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Rm. 244, San Francisco CA 94102; phone at (415) 554-7724; fax at (415) 554-7854; or by email at sotf@sfgov.org

Citizens may obtain a free copy of the Sunshine Ordinance by printing Chapter 67 of the San Francisco Administrative Code on the Internet, at http://www.sfbos.org/sunshine.

TREASURE ISLAND DEVELOPMENT AUTHORITY FINANCIAL STATEMENT
SUMMARY OF REVENUES & EXPENDITURES

Fiscal Year 2014-2015 – Data as of 5/4/2015

REVENUES

Revenue Source	Budgeted Revenue (R)	Actuals (A)	Variance (A-R)	% YTD (A/R)
TI JOINT VENTURE - WINE VALLEY	120,000	-	(120,000)	0%
TIDA SPECIAL EVENTS	430,000	432,145	2,145	100%
COMMERCIAL PAYMENTS	3,840,770	3,634,475	(206,295)	95%
FILM	35,000	44,500	9,500	127%
YBI CELLSITES/BANNER	325,830	151,842	(173,988)	47%
MARINA	90,000	77,475	(12,525)	86%
HOUSING CAM	479,472	649,402	169,930	135%
JOHN STEWART CO.	3,689,470	1,073,294	(2,616,176)	29%
Total Revenues	**9,010,542**	**6,063,133**	**(2,947,409)**	**67%**

EXPENDITURES

Expendfture Type	Revised Budget	YTD Actuals	Encumbrances	Balance
021 NON PERSONNEL SERVICES	(8,673,606)	(1,516,243)	(1,018,890)	(6,138,472)
040 MATERIALS & SUPPLIES	(50,264)	(19,047)	(21,619)	(9,598)
081 SERVICES OF OTHER DEPTS	(10,402,530)	(2,103,869)	(6,150,289)	(2,148,373)
Grand Total	**(19,126,400)**	**(3,639,159)**	**(7,190,798)**	**(8,296,443)**

Sources: GSA Accounting, Executive Information System

TREASURE ISLAND DEVELOPMENT AUTHORITY FINANCIAL STATEMENT

SUMMARY OF WORK ORDERS

Fiscal Year 2014-2015 – Data as of 5/4/2015

Subobject	Sum of Revised Budget	Sum of Actuals: Year to Month	Sum of Encumbrances	Sum of Uncommitted Balance
081B1 SR-BUILDING INSPECTION	(4,034)	-	-	(4,034)
081C0 GF-CON-MANAGEMENT SERVICES	(14,919)	-	-	(14,919)
081C4 GF-CON-INTERNAL AUDITS	(20,000)	-	-	(20,000)
081C5 IS-TIS-ISD SERVICES	(1,054)	(153)	(334)	(567)
081CA GF-ADM-GENERAL(AAO)	(2,873,857)	(560,607)	(1,639,112)	(674,138)
081CB GF-RISK MANAGEMENT SERVICES (AAO)	(268,098)	(138,570)	(84)	(129,444)
081CI IS-TIS-ISD SERVICES-INFRASTRUCTURE COST	(25,877)	(18,764)	(6,255)	(858)
081CP GF-CITY PLANNING	(1)	-	-	(1)
081CT GF-CITY ATTORNEY-LEGAL SERVICES	(1,759,781)	(155,310)	(841,248)	(763,223)
081CY GF-CHILDREN;YOUTH; AND FAMILY SERVICES	(213,747)	(127,658)	(86,089)	-
081ED GF-BUS & ECN DEV	(39,616)	-	-	(39,616)
081ER GF-EMERGENCY COMMUNICATIONS	(9,922)	-	-	(9,922)
081ET GF-TIS-TELEPHONE(AAO)	(18,602)	(6,258)	(7,634)	(4,710)
081EV GF-ENVIRONMENT	(1)	-	-	(1)
081FD GF-FIRE	(156,500)	(27,300)	(126,200)	(3,000)
081H2 GF-HR-MGMT TRAINING	(23,070)	-	(4,740)	(18,330)
081HN GF-HCN-COMM HEALTH NETWORK (AAO)	(75,000)	(21,631)	(53,369)	-
081MR EF-MUNICIPAL RAILWAY	(46,420)	-	-	(46,420)
081PA IS-PURCH-CENTRAL SHOPS-AUTO MAINT	(11,892)	(5,923)	(1,821)	(4,148)
081PF IS-PURCH-CENTRAL SHOPS-FUEL STOCK	(4,769)	(1,304)	(842)	(2,623)
081PK GF-PARKING & TRAFFIC	(74,135)	(4,589)	(20,411)	(49,135)
081PR IS-PURCH-REPRODUCTION	(15,088)	(2,595)	(3,405)	(9,088)
081PS GF-POLICE SECURITY	(91,752)	(42,691)	(45,854)	(3,207)
081SS GF-SOCIAL SERVICES	(43,144)	(41,307)	-	(1,837)
081UH GF-PUC-HETCH HETCHY	(1,533,660)	(784,787)	(671,517)	(77,355)
081UL GF-PUC-LIGHT HEAT & POWER	(311)	-	-	(311)
081W6 ADM-REAL ESTATE SPECIAL SERVICES	(82,581)	(24,060)	(26,980)	(31,541)
081WA SR-DPW-ARCHITECTURE	(36,000)	-	-	(36,000)
081WB SR-DPW-BUILDING REPAIR	(1,673,219)	(61,855)	(1,568,569)	(42,795)
081WC SR-DPW-STREET CLEANING	(166,811)	(63,346)	(98,420)	(5,045)
081WD SR-DPW-STREET USE & MAPPING	(200,000)	-	(200,000)	-
081WE SR-DPW-ENGINEERING	(4,890)	-	-	(4,890)
081WM SR-DPW-CONSTRUCTION MGMT	(22,953)	-	-	(22,953)
081WP SR-CWP-CLEAN WATER DEPARTMENT	(101,080)	-	(84,080)	(17,000)
081WR SR-DPW-STREET REPAIR	(455,937)	(15,159)	(342,128)	(98,649)
081WU SR-DPW-URBAN FORESTRY	(333,809)	-	(321,197)	(12,612)
Grand Total	**(10,402,530)**	**(2,103,869)**	**(6,150,289)**	**(2,148,373)**

Source: Executive Information System (EIS)

Budget vs. Actuals 35.001

THE JOHN STEWART COMPANY

APR 30 2015
RB, KA, RE

MEMORANDUM

To: Bob Beck, Treasure Island Director, Treasure Island Development Authority

cc: John Stewart, JSCo; Dan Stone, JSCo; Connie Le, JSCo; Sonya Rosenbach, JSCo; Loren Sanborn, JSCo; Jack Gardner, JSCo; Lynny Lee, JSCo

From: Jeffrey Kohler

Date: 4/21/2015

Subject: **Percentage Rent for Treasure Island Housing Project Sublease for Mar 2015**

Enclosed is our payment of Percentage Rent in the amount of $253,391 for the Mar 2015 period, calculated per the sublease agreement. In addition, the amount disbursed has been reduced by $9,378, recouping 1/36th of prior year audit adjustments outlined in the 2010 Audit per the previous sublease agreement (with an additional $13.00 deduction in final repayment month). As of today we has recouped 33/36th of prior year audit adjustment and the balance will need to recoup is $28,147.00.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of Mar 2015 , actual Total Revenues were about 4.39% above budgeted Total Revenues. Total expenses for Mar 2015 were approximately 7.60% above budgeted for the month. The result was that Funds Available for Mar 2015 Distribution were $276,599 or about 2.66% below budgeted amounts. This is the result of several major ongoing projects including moisture remediation and special island improvement projects as directed by TIDA. These over budgeted expenditures make up 94% of the variance in the amount eligible for % rent distribution.

Calculation of Percentage Rent

Based on operations, a total of $276,599 in adjusted Gross Revenues after costs of operations are available for distribution for the Mar 2015 period. These revenues are distributed as follows:

Mar 2015 Distributions	Mar 2015 Actual	Mar 2015 Budgeted
Available for Distribution	$276,599	$284,166
Percentage rent for TIDA	$262,769	$269,947
Repay Prior overpayment 33 (1/36TH total per period)	-$9,378	
Net Disbursed as percentage rent to TIDA	$253,391	$269,947
Percentage rent for JSCO	$13,830	$14,207

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with new sublease executed at September 2014, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

% Rent Allocation	1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Average
Units ready for occupancy at Beginning of month	519	519	519	517	517	516	
Aggregate Units Leased and Occupied during month	425	424	424	420	435	435	427
	2014	2014	2014	2015	2015	2015	
	Oct	Nov	Dec	Jan	Feb	Mar	
DISBURSEMENT OF REVENUES	Actual	Actual	Actual	Actual	Actual	Actual	
Total Gross Rent Potential	1,170,991	1,169,630	1,173,930	1,171,107	1,162,403	1,134,008	1,163,678
Total Net Revenue	933,070	931,332	926,166	935,952	937,094	946,833	935,074
Less Base Rent	(52,734)	(52,734)	(52,734)	(52,734)	(52,734)	(52,734)	(52,734)
Less Operating Expenses	(611,683)	(593,451)	(788,076)	(632,105)	(597,390)	(563,403)	
Less CAM Charge	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(25,712)	
Less Replacement Reserve Funding	-	-	-	-	-	-	
Management Fee	(27,587)	(27,484)	(27,502)	(29,445)	(26,920)	(28,385)	(27,887)
Less Marketing Fee	-	-	-	-	-	-	
Addback int security deposits							
Total Operating Expenses	(720,246)	(701,911)	(896,553)	(742,526)	(705,285)	(670,234)	
Revenues Net of Operating Expenses	212,824	229,421	29,613	193,426	231,809	276,599	
Revenues Remaining for Distribution in Percentage Rent	212,824	229,421	29,613	193,426	231,809	276,599	
TIDA Share of Revenues (Percentage Rent)	(202,182)	(217,950)	(28,132)	(183,755)	(220,219)	(262,769)	(185,835)
JSCo Share of Revenues (Percentage Rent)	(10,642)	(11,471)	(1,481)	(9,671)	(11,590)	(13,830)	(9,781)
Total Percentage Rent Disbursed	(212,824)	(229,421)	(29,613)	(193,426)	(231,809)	(276,599)	
Ending Balance Gross Revenues	(0)	0	0	0	(0)	(0)	

% Rent Allocation		1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Average
Units ready for occupancy at Beginning of month		519	519	519	517	517	516	
Aggregate Units Leased and Occupied during month		425	424	424	420	435	435	427
		2014	2014	2014	2015	2015	2015	
		Oct	Nov	Dec	Jan	Feb	Mar	
REVENUE FROM OPERATIONS								
Total Gross Rent Potential		1,170,991	1,169,630	1,173,930	1,171,107	1,162,403	1,134,008	1,163,678
Total Vacancies		(241,561)	(240,797)	(250,150)	(240,653)	(227,518)	(190,202)	
Financial Income		168	154	152	158	156	178	
Credit Check Revenue								
Other Revenue		3,472	2,345	2,234	5,341	2,053	2,851	
Total Net Revenue		933,070	931,332	926,166	935,952	937,094	946,833	
EXPENSES FROM OPERATIONS								
6300	ADMINISTRATIVE EXPENSES							
6210	Advertising/Marketing	-	-	-	-	-	-	
6250	Credit Reports	14	28	-	42	14	28	
6310	Office Salaries (Marketing & On-Site Admin)	18,101	17,853	26,706	18,950	17,935	18,172	
6311	Office Supplies	3,133	4,689	4,239	3,555	2,470	2,368	
6320	Management Fee	27,587	27,484	27,502	29,445	26,920	28,385	
6326	Temporary Services						361	
6330	Manager/Supervisor	3,022	11,598	9,805	8,132	7,385	8,176	
6331	Staff Units	2,950	2,950	2,950	2,950	2,950	2,950	
6340	Legal/Mediaiton Expenses	1,810	5,120	6,328	1,369	6,332	7,245	
6350	Audit Fee/Bookkeeping	-	-	-	2,072	-	-	
6360	Tel& Answering Service	1,474	1,386	1,525	1,726	1,868	1,115	
6370	Collection Loss	(516)	-	28,734	-	10,128	(25,825)	
6390	Misc. Admin. Expenses	101	792	81	-	1,149	173	
6385	Mileage/Travel	281	222	226	211	263	245	
6392	Seminars/Training	-	413	-	-	-	1,715	
6396	Computer Charges	933	3,580	5,660	5,627	2,717	2,811	
6398	Remediation Expense	1,400	6,393	-	6,542	-	-	
	Subtotal: Administrative Expenses	60,289	82,508	113,757	80,620	80,131	47,919	
	UTILITIES							
6450	Subtotal: Utilities	142,613	142,277	142,277	174,416	162,647	163,020	
6589	Navy CAM Charge	28,242	28,242	28,242	28,242	28,242	25,712	
6500	OPERATING AND MAINTENANCE				-			
6515	Janitorial Supplies	340	812	1,352	-	791	551	
6517	Contract Cleaning	1,060	1,230	930	1,300	1,410	1,300	
651900&010	Pest -Supp& Contract & Bed Bugs	2,955	10,680	5,975	2,490	1,260	2,100	
6521	Operation/Maintenance Rent Free Unit	1,905	1,905	1,905	1,924	2,300	1,548	
6525	Rubbish Removal	30,881	31,442	26,323	42,783	31,246	29,200	
6530	Security Contract	42,815	27,351	27,399	29,390	18,621	23,646	
6532	Security Supplies	-	4,932	-	-	-	1,641	
6533	Fire Alarm Expenses	1,291	-	-	-	-	-	
6534	Tree Maintenance				-	-	850	
6537	Grounds Contract	39,097	39,097	41,325	39,097	39,097	39,097	
6510	Maintenance Payroll	18,658	18,481	22,425	18,304	18,509	17,910	
6540	Repairs Materials Environ-TIDA Turnovers						2,544	
6541	Repairs Material	29,887	57,240	43,438	58,343	30,304	31,011	
6542	Repairs Contract	4,290	(4,324)	29,559	(22,999)	53,257	24,731	
6543	Plumbing Maintenance	22,075	11,998	36,160	(2,113)	4,679	31,032	
6544	Electric Maintenance	5,008	7,820	3,767	(21,901)	1,411	-	
6546	Heating and Cooling	4,923	2,720	11,390	2,233	890	13,417	
6553	Appliance Repairs	412	-	-	-	-	709	

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors

From: Bob Beck, Treasure Island Director

Date: May 8, 2015

Re: Use Permit and Film Permit Waivers

The following waivers were granted for the months of April and May 2015:

SFFD, training, April, 23 and 24, 2015

US Navy, meeting, April 21, 2015

City and County of San Francisco/GSA, meeting, April 23, 2015

Treasure Island Museum Association, Meeting. April 26-5, 2014

Academy of Arts University, Student Film Projects, April 18, 27, May 7-10, 2015

YMCA, Bus Rodeo, May 9, 2015

Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of May 8, 2015

Location / Facility	No.	Status (new / expired)	Company Name / Prospective Subtenant	Start Date	Leasehold Type	Sq. Ft.	Annual Rent
Building 1Suites 206, 208	958	New	Farwest Sanitation and Storage, Inc.	5/1/15	Office	PA:156 PB:574 PC:1,950 PD:5,000	$15,600.00
Great Lawn	P-959	New	LinkedIn Corp.	6/26/15	Event	N/A	$2,750.00
Avenue M at 3rd	P-960	New	Jumping Fences, Inc.	7/13/15	Event	N/A	$5,000.00
Avenue of the Palms	P-961	New	Demand Solutions, LLC	4/10/15	Photo	N/A	$500.00
Building 1, Ste 216	P-962	New	World of Wonder Productions, Inc.	4/18/15	Film	N/A	$1,000.00
Avenue M at 3rd	P-967	New	Hoff Productions, Inc	4/30/15	Film	N/A	$1,000.00
uilding 1	P-968	New	Alameda Outdoor Market	7/18/15	Event	N/A	$4,500.00
Avenue H between 11th and 13th	P-969	New	NCJLA	5/17/15	Event	N/A	$500.00
Avenue of the Palms	P-970	New	Perdersen Media Group, Inc.	5/9/15	Film	N/A	$1,000.00
Avenue H between California and 3rd	P-971	New	NCRFU	5/29/15	Event	N/A	$500.00
Fogwatch	E-124	New	Paul Lacerda	9/26/15	Event	N/A	$500.00
Fogwatch	E-125	New	Mycological Society of San Francisco, Inc.	7/12/15	Event	N/A	$500.00
Casa de la Vista	E-126	New	Sol Rouge, LLC	9/5/15	Event	N/A	$5,000.00
Casa de la Vista	E-127	New	Climate, Corp.	6/19/15	Event	N/A	$5,000.00
Casa de la Vista	E-128	New	Sol Rouge, LLC	9/6/15	Event	N/A	$5,000.00
Building 1	E-129	New	Sol Rouge, LLC	10/11/15	Event	N/A	$4,500.00
Casa de la Vista	E-130	New	Alexander Nedich	8/22/15	Event	N/A	$5,000.00
Casa, ogwatch, Chapel	E-131	New	Sam Babaei	1/21/15	Event	N/A	$8,250.00

Casa de la Vista,	E-132	New	Sol Rouge, LLC	11/14/15	Event	N/A	$5,000.00

Treasure Island Nurse Clinic Cumulative Report 2014

Cumulative Service Numbers	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Monthly Service Numbers										
Total Patient Visits	44	11	27	14	25	13	2	3	2	141
Adult Patients	37	10	19	19	19	3	2	3	2	118
Pediatric Patients	2	2	3	2	3	3	5	0		26
Individual Patients Seen			107	116	118	127	124	127		127

	August	Sept	Oct	Nov	Dec	Jan	Feb	March		Total
Nursing Clinic Services										
Connection or Reconnection with Primary Care Provider (PCP)		2	1		1	1	1	2	1	11
Blood Pressure Check	13	6	4	6	5	9	2	3	1	52
Flu Shots			12	11	19		1			43
TDAP Immunization	2	1					1			4
OME	3									3
Mental Health			1			1				1
Cough	1	3	1	1		2	2		1	11
Sinus Congestion	2	3		1	3	3	2		1	15
Asthma	5	5	2		1	4				17
Blood Sugar Check	3	2	3	5	2	3				18
Muscular-Skeletal Pain	4	3			1	1				7
Shortness of Breath (SOB)										0
Edema						1				0
Neurological Sx		1								1
Headache							1	2	1	4
Diarrhea						1				1
Dysuria/pain	2					1				3
Rash	2		3						1	6
Dental Abscess										0
Ocular Pain/ Vision Change										0
Urgent Need of Medication	3		2							5
TB Test	4									4
Constipation	1							1		2
Pregnancy Test	1									1
Sex Education	2		2							4
Abdominal Pain	1		1							2
None Stated										0
Fever						1		1		2
Pruritu								1		1
Immunization	2									2
Wound Care		1	3	2		1				6
Abscess										0
Foot Puncture	3	1				1	1			4
Head trauma										0
Enuresis	1									1
Head Lice	2									2
Scabies	24									24
Conjunctivitis										0
Total Patient Chief Complaints	81		35	26	32		11	10	2	118

Program/Services	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
Special Programs										
Adolescent Health Group										0
Community Event Screening	2				1					3
Tdap Outreach Campaign	2									2
Referral to Asthma TASK						4				4
Flu Shot Campaign			2	2	1					5
Adult Health Group	1									1
Health and Wellness Events	2				1					2
Health Information Distributed	3	2	2	2	1					10
TOTAL	10	2	4	4	4	4	0	0	0	16

Traditional Service Not Provided on Site										
HIV / STD Testing	2		1	2						5
Mental Health	2		1	3	3	3				13

Patients Primary Care Clinic	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total
SFCH	4		2			2		1	1	9
Kim Wendell	2	2	1	2	1	1		1		9
Sand Mirvyn										
CPMC			1							1
Ucsf	1			1	2	1			1	6
Pediatrics Hinde Anthony	19		1							20
Kaiser	4	3	7	2	1	4				21
Pediatrics Wong Rodney Sue	3	3	3	2			1			12
Native American Hlth	1		1							2
Kaiser	6	1	2	6						15
Brill Lori		1				2				3
Saint Anthony's					1					1
Cole Tom HC			1	1						
Care Beyond Center										
Southern HC										
Northern					1					1
Saint Francis	1									1
Mission Hill							1	1		1
SOM HC	1			1	1	1				4

April 2015 Treasure Island Crime Statistics
Provided by Officer J. O'Keeffe #681
on behalf of Captain DeFilippo, Southern Station

Occ. Date	Case #	Location	Incident Type	Comments
1-Apr-15	150-285-990	60 Clipper Cove Way	Auto Boost	Vehicle boosted between 1:15pm-1:30pm. Rear left pass. Window shattered. Laptop and personal items taken from vehicle.
1-Apr-15	150-286-089	120 Avenue D	Auto Boost	Vehicle boosted 1:36pm. 2 suspects, 1 wearing a ski mask and gloves and the second drivering a 4door white sedan. Personal items taken from the vehicle.
1-Apr-15	150-286-164	2 Avenue of The Palms	Arrest	Moving violation, lead to a narcotics arrest.
1-Apr-15	150-287-059	1225 Northpoint Drive	Petty Theft	Personal items taken from victim's room at a sober living facility, while the facilty was being cleaned for bed bugs.
1-Apr-15	150-287-526	1126 Reeves Ct	Mental Health Detention	One subject transported to SFGH for a mental health evaluation.
1-Apr-15	150-287-617	1419 Striped Bass	Vandalism	Unknown suspect was inside V's vehicle and left garbage in vehicle. Unknow how suspect entered the vehicle.
2-Apr-15	150-287-877	2 Avenue of The Palms	Possession of a Firearm	Subject accidentally shot himself in the forearm. Subject was medically treated at SFGH and cited for possession of a firearm and possession of a loaded firearm in a vehicle.
2-Apr-15	150-288-154	1420 Gateview Ct	Attempted Homicide	An altercation between two roommates became violent. One roommate was stabbed in the stomach. Officers also found a possible Methamphetmine lab inside the apartment. Roommate was arrested for attempted homicide.
3-Apr-15	150-292-951	320 Avenue M	Suspicious Occurrence	Victim was threatned by his neighbor. Neighbor pointed a gun at him. Victim stated that the neighbor also sells weed.
3-Apr-15	150-292-860	1418 Striped Bass	Dog Bite	Young child bit in the neck by a dog.
5-Apr-15	150-297-503	815 Avenue H	Vandalism	Power outage due to possible copper theft.
5-Apr-15	150-299-377	Avenue of the Palms	Attempted Robbery	Victim was taking photos of the view when two hispanic males attempted to steal his camera and tripod.
6-Apr-15	150-299-816	275 California Ave	Missing Juvenile	Juvenile reported missing from Job Corp.
7-Apr-15	150-304-863	850 13th St	Vandalism	Suspect is victim's son. Suspect dented the victim's door of her vehicle. Suspect was detained only.
8-Apr-15	150-308-558	California/Ave of the Palms	Robbery	Two male suspects robbed the victim of her camera. One suspect brandished the handle of a gun, which was tucked inside his waist band. Both suspects fled inside a vehicle.
10-Apr-15	150-313-002	1434 Halibut Ct	Suspicious Occurrence	V received a phone call from a suspect, claiming to be from the US Treasury department. S requested V to send money to an account via Money gram. V did not send any money.
10-Apr-15	150-313-892	1249 Exposition Dr	Found Person	Missing juvenile returned home after running away from home for two weeks.

April 2015 Treasure Island Crime Statistics
Provided by Officer J. O'Keeffe #681
on behalf of Captain DeFilippo, Southern Station

11-Apr-15	150-315-230	1312 Gateview Ave	Mental Health Detention	Subject taken to SFGH for a 72hour mental health detention.
11-Apr 15	150-315-519	651 Avenue H	Missing Juvenile	Juvenile did not return home to Job Corp. Juvenile later returned.
11-Apr-15	150-317-678	401 California Ave	Vandalism	Left rear pass. Window shattered.
11-Apr-15	150-317-731	410 California Ave	Auto Boost	Rear pass. Window shattered. Personal items taken out of the vehicle.
11-Apr-15	150-318-494	275 California Ave	Missing Juvenile	Juvenile did not return home to Job Corp.
12-Apr-15	150-319-129	1312 Gateview Ave	Found Property	Jacket found on the ground. Wallet and ID were found inside the jacket. Property was from an armed robbery in the central district.
12-Apr-15	150-320-790	TI Main Gate	Traffic Arrest	Subject arrested during a traffic stop.
12-Apr-15	150-320-740	66 Clipper Cove	Auto Boost	Rear tailgate window shattered while parked. Personal items taken out of the vehicle.
13-Apr-15	150-322-558	Vehicular Accident	1 Avenue of the Palms	Two vehicles involved in a vehicular accident. One driver had complaint of pain.
15-Apr-15	150-329-708	Found Property	1222 Bayside Drive	Property from an auto boost was located. The auto boost took place at 401 California Ave.
18-Apr-15	150-341-439	Missing Adult	1204 Mariner Dr	Adult male was reported missing and was soon located right after.
20-Apr-15	150-344-201	Domestic Violence	1220 Bayside	Reported Domestic violence dispute.
22-Apr-15	150-350-719	Stolen License Plate	1250 Exposition Dr	License reported stolen.
23-Apr-15	150-354-307	450 Avenue H	Vandalism	Sheet metal, covering the window of an abandoned building was damaged by an unknown S.
26-Apr-15	150-363-154	1 Avenue of the Palms	Auto Boost	Right and left passenger window shattered while vehicle was parked. Personal items where taken out of the vehicle.
27-Apr-15	150-367-275	1149 Ozbourn Ct	Missing Juvenile	Juvenile reported missing. Juvenile was located 04/27/15 at school.
LEGEND: (V) = Victim (S) = Suspect (J) = Juvenile				

TI01 - TI Case Summary

Open

CASE ID	OPEN DT	CLOSED DT	CATEGORY	TYPE	LOCATION	OTHER DESCRIPTION	AGENCY
3084128	11/20/2013 8:56:59 AM		Street Defects	Pavement_Defect	Intersection of TREASURE ISLAND RD and		DPW BSSR
3612259	5/5/2014 6:22:43 AM		Tree Maintenance	Trees - Damaged_Tree	Intersection of NIMITZ LN and	2 very dead and large broken tree limbs,,,waiting to fall on below roadway and probably damage cars and/ kill someone. Also 2 blown down Gum trees that probably also should be ,,,obvious	DPW BUF
3774378	6/26/2014 9:05:44 AM		Graffiti Private Property	Not_Offensive Graffiti on Private Property	Intersection of 5TH TI ST and AVENUE H	330 05th Ti St -- Graffiti - Private	DPW BSES BUF Graffiti
3864749	7/28/2014 1:43:33 AM		Streetlights	Streetlight - Light_Burnt_Out	Intersection of I-80 E OFF RAMP and I-80 W ON RAMP	Pole R30	PUC Power
3871829	7/29/2014 11:57:24 PM		Streetlights	Streetlight - Light_Flickering_On_Off	1201 BAYSIDE DR, SAN FRANCISCO, CA, 94130	Replaced 400 watt hps	PUC Power
4239239	11/24/2014 12:35:02 PM		Street Defects	Pavement_Defect	Intersection of 13TH TI ST and AVENUE E		DPW BSSR
4285097	12/9/2014 10:05:01 AM		Street Defects	Pavement_Defect	Intersection of HILLCREST RD and TREASURE ISLAND RD	Hillcrest Rd -- For Front End Loader (FEL): What?.To clean the debris off the road, Debris is causing traffic hazard. dump the debris on the Treasure islands, Chris	DPW BSSR
4293046	12/11/2014 10:04:40 AM		Sewer Issues	Flooding	Intersection of OZBOURN CT and	Catch basin behind 1141-F and another behind 1133H mason. Riser pump at 1133 mason working. These two catch basins not draining	PUC Sewer
4456099	2/3/2015 3:22:19 PM		Streetlights	Streetlight - Light_Burnt_Out	106 FOREST RD, SAN FRANCISCO, CA, 94130	106 Forest Rd on Yerba Buena Island --- light out	PUC Power
4512047	2/21/2015 8:54:16 AM		General Requests	puc - sewer - request_for_service	1307 GATEVIEW AVE, SAN FRANCISCO, CA, 94130	1307 Gateview Ave -- Line needs a Vactor need vactor TI- called gene Cruz***** Send To: PUC - Sewer - G	PUC Sewer
4593557	3/20/2015 11:07:50 PM		Streetlights	Streetlight - Light_Burnt_Out	Intersection of 9TH TI ST and AVENUE OF THE PALMS	Street light is out. Directly at the turn from avenue of the palms onto B street	PUC Power
4675098	4/18/2015 9:31:33 AM		General Requests	tida - tida - request_for_service	Intersection of 9TH TI ST and AVENUE H	Baseball field number 3 --- Behind the 1st base there is a pipe that is leaking water about 10 drips every second at baseball field number 3	TIDA

Closed

CASE ID	OPEN DT	CLOSED DT	CATEGORY	TYPE	LOCATION	OTHER DESCRIPTION	AGENCY
4641611	4/6/2015 3:08:45 PM	4/7/2015 2:31:19 PM	General Requests	dph - environmental_health - request_for_service	Intersection of 13TH TI ST and AVENUE M	Near 990 13th St on Treasure Island -- Employees of this beverage company witnessed an unnamed food truck use a hose to dump cooking grease and possible other hazardous materials into a port at the filling station next door to the beverage company. Now the waste is going into the property of the beverage company. This is affecting both public and private property. Customer just wanted to report this.	DPH EH
4647048	4/8/2015 9:52:55 AM	4/8/2015 11:26:08 AM	Graffiti Public Property	Not_Offensive Graffiti on Public Property	Intersection of GATEVIEW AVE and NORTHPOINT DR	On Gateview, between Northpoint and Bayside --- Gang tags on a Muni Bus Shelter	SSD - Field Operations
4648499	4/8/2015 5:32:19 PM	4/8/2015 8:12:32 PM	Sewer Issues	Water_leak	Intersection of 9TH TI ST and AVENUE B		PUC Water
4677342	4/19/2015 11:52:53 AM	4/20/2015 8:49:40 AM	General Requests	puc - puco - complaint	115 FOREST RD, SAN FRANCISCO, CA, 94130	115 A Forest Rd. Yerba Buena Island San Francisco 94130 --- NO Water in the Unit	PUC Administrative
4681750	4/20/2015 7:33:06 PM	4/22/2015 8:07:28 AM	Damaged Property	Damaged Transit_Shelter_Platform	Intersection of GATEVIEW AVE and MASON CT	gateview & mason --- Caller stating there is a broken seat at the bus shelter... it has been broken for 2 yrs and she has reported it "countless times"	SSD - Field Operations
4704304	4/28/2015 7:35:33 PM	4/28/2015 8:00:51 PM	Streetlights	Streetlight - Light_Burnt_Out	1310 GATEVIEW AVE, SAN FRANCISCO, CA, 94130	all streetlights and housing in the area --- complete treasure island power outage	PUC Power

CITY & COUNTY OF SAN FRANCISCO

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2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

BOB BECK
TREASURE ISLAND DIRECTOR

To: Treasure Island Development Authority Board of Directors

From: Peter Summerville

Date: May 6, 2015

Re: Treasure Island Power Outages – April 2015

Cc: Robert Beck, Treasure Island Director

- On Sunday April 5th at approximately 5:00 AM Treasure Island experienced a power outage. SF Public Utilities Commission (PUC) issued an RSAN Alert, alerted TIDA staff and dispatched repair crews. A public AlertSF notification was issued. Power to Treasure Island was restored at approximately 8:16 AM. Cause was identified by PUC as attempted copper theft.

- On Tuesday April 14th at approximately 10:30 AM Treasure and Yerba Buena Islands experienced a power outage. SF Public Utilities Commission (PUC) issued an RSAN Alert, alerted TIDA staff and dispatched repair crews. A public AlertSF notification was issued. Power to Treasure and Yerba Buena Islands was restored at approximately 11:57 AM. Cause was identified by PUC as an avian strike to aerial transmission lines in Oakland serving the submarine cable to Treasure Island.

- On Tuesday April 28th at approximately 7:30 PM Treasure Island experienced a power outage. SF Public Utilities Commission (PUC) issued an RSAN Alert, alerted TIDA staff and dispatched repair crews. A public AlertSF notification was issued. Power to Treasure Island was restored at approximately 10:00 PM. Cause was identified by PUC as an avian strike to on-Island aerial lines.

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BOB BECK
TREASURE ISLAND DIRECTOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
INFRASTRUCTURE AND TRANSPORTATION COMMITTEE

SPECIAL MEETING AGENDA

April 29, 2015 1:00PM

Casa de la Vista, Treasure Island
191 Avenue of the Palms, San Francisco, CA 94130

Committee Members

Linda Fadeke Richardson *(chair)* V. Fei Tsen Mark Dunlop

Bob Beck, Treasure Island Director
Kate Austin, Commission Secretary

ORDER OF BUSINESS

1. Call to Order and Roll Call

2. General Public Comment
This item is to allow members of the public to address the Treasure Island Development Authority Board Infrastructure and Transportation Committee ("ITC") on matters that are within the subject matter jurisdiction of the ITC and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda. *(Discussion Item)*
Estimated Length of Item: 5 minutes

3. CONSENT AGENDA *(Action Items)*
Estimated Length of Item: 5 minutes
All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Committee and will be acted upon by a single vote of the Committee. There will be no separate discussion of these items unless a member of the Committee so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

   a. Approving the Minutes of the March 24, 2015 Meeting

4. Joint Presentation by Treasure Island Enterprises and Treasure Island Community Development of Progress in Planning for the Marina Development and its Interface with the Landside Development (*Discussion Item*)
Estimated Length of Item: 30 minutes

5. Major Phase Application - Recommending TIDA Board Approval (*Action Item*)
Estimated Length of Item: 60 minutes

6. Discussion of Future Agenda Items by Directors (*Discussion Item*)
Estimated Length of Item: 30 minutes

7. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.

Disability Access

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The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

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EDWIN M. LEE, MAYOR

Treasure Island /Yerba Buena Island
Citizens Advisory Board
Meeting Agenda

Tuesday, May 5, 2015
6:00-8:00 PM

San Francisco City Hall, Rm 421
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

For further information about the meeting please contact Kate Austin at (415) 274-0646

I. Roll Call

II. Approval of April 7, 2015 CAB Minutes *(Action Item)*

III. TIDA Staff Updates *(Information Item) - 10 min*
   a) Treasure Island Development Authority Board
   b) Legislative
   c) Development Schedule
   d) Navy Environmental Program

IV. Joint Presentation by Treasure Island Enterprises and Treasure Island Community Development of Progress in Planning for the Marina Development and its Interface with the Landside Development (*Discussion Item*) – *30 minutes*

V. Major Phase 1 Application Endorsement (*Action Item*) – *60 minutes*
   a) Review of Shared Public Ways
   b) Review of Ferry Plaza
   c) Recommendation to TIDA Board

VI. Future Agenda Items *(Action Item) - 5 min*

VII. Announcements from Board members - *5 min*

VIII. Public Comments - *10 min*

IX. Adjourn

MEETING AGENDAS AVAILABLE ON E-MAIL
If you would like to receive TICAB meeting agendas by e-mail, please send your name and e-mail address to kate.austin@sfgov.org.

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Treasure Island Website
Check out the Treasure Island website at www.sftreasureisland.org to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

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Citizens may obtain a free copy of the Sunshine Ordinance by printing Chapter 67 of the San Francisco Administrative Code on the Internet, at http://www.sfbos.org/sunshine.

DRAFT

NAVAL STATION TREASURE ISLAND
BASE REALIGNMENT AND CLOSURE CLEANUP TEAM
MEETING NOTES
March 19, 2015

These notes summarize the meeting of the Navy Base Realignment and Closure (BRAC) Cleanup Team (BCT) for the former Naval Station Treasure Island (NAVSTA TI). The meeting was held from 10:00 a.m. to 12:30 p.m. at the Tetra Tech, Inc., office in Oakland, California.

I. Introductions, Meeting Guidelines, Agenda Review, and Meeting Minutes

Keith Forman (Navy) began with introductions; participants are listed on the last page of these notes.

II. Site 12 Phase III Non-Time Critical Removal Action (NTCRA) Update

Chris Yantos (Navy) provided the update:

- Field work continues to prepare for the upcoming excavation. All nine buildings planned for removal have been demolished, and the team continues scanning concrete slabs.
- The draft work plan was distributed on March 18, 2015, and BCT members should receive it March 19, the date of this meeting. Mr. Yantos is requesting a timely review, and hopes to discuss responses to comments (RTCs) at the April BCT meeting.
- The excavation is expected to last a full year, including the time to backfill the excavation. A complete schedule will be provided once the work plan is finalized. Mr. Yantos expects the field work to be completed in June 2016.
- Bob Beck (Treasure Island Development Authority [TIDA]) said his hope is that three buildings being vacated because of their proximity to the work will be eventually returned to TIDA for leasing. Dave Clark (Navy) said the Navy will be able to determine if any other buildings needs to be demolished once samples are collected and analyzed.
- The excavation areas will be sampled in grids; the entire area cannot be excavated all at once because groundwater will infiltrate into the excavation. The Navy will receive confirmation from both the Navy's Radiological Affairs Support Office (RASO) and the California Department of Public Health (CDPH) before each grid is backfilled.

III. Site 24 Soil Gas Investigation Update

Danielle Janda (Navy) provided the update

- There are 42 permanent soil gas wells at the site, and eight will be added in an upcoming field event.
- Soil gas will be sampled quarterly for the next year, and that information will be used in the remedial design to decide where active remediation will be implemented.
- The Navy plans to destroy 161 wells that remain from prior treatability studies.
- The goal for the site is unrestricted use. Soil gas samples will be collected in a grid, with 100 feet between sampling locations in areas where soil gas is known to be elevated and 200 feet between sampling locations believed to be farther away from the contamination.

- Groundwater samples from injection point (IP) well 21-IP07 indicate vinyl chloride (VC) levels have been down for four consecutive quarters. However, the Navy plans to remove this well because it was never intended to be a monitoring well. Patrick Hamner (Trevet) said there are two monitoring wells near 21-IP07: one is 20 feet upgradient, and another is 30 feet downgradient. Those wells would not be included in the next quarterly sampling event but will be part of the sampling event before the 2019 basewide 5-year review.
- The work plan for soil gas sampling to fill data gaps will be issued 2 to 3 weeks from the date of the meeting. Site 24 is on the schedule for the next property conveyance between the Navy and TIDA. The BCT should inform the Navy of any concerns they have about this work plan as soon as possible so the project will keep moving forward. The schedule includes installing wells in June and commencing sampling in July.
- Sheetal Singh (CDPH Environmental Management Branch [EMB]) asked if CDPH will review the Site 24 record of decision (ROD). Denise Tsuji (Department of Toxic Substances Control [DTSC]) said CDPH will not need to review the ROD.

IV. Property Transfer Update

Mr. Forman and Mr. Clark (Navy) provided the update

- Preparations for a second economic development conveyance (EDC) per the EDC Memorandum of Agreement (MOA) are under way. The anticipated date of the second transfer is January 31, 2016.
- The finding of suitability to transfer (FOST) can be prepared only after all of the technical work on the transferring sites has been completed. As a result, the expected dates for completing work on these sites are September and October 2015.
- The sites planned for the second conveyance include:
    - Building 3
    - Utility corridor (UC)-1 and UC-2
    - Building 233 Area
    - Site 21
    - Site 27
    - Site 30
    - Site 31 and areas north and south of Site 31
    - Site 32

V. General Discussion of Radiological Issues at TI

Mr. Forman and Mr. Clark led the discussion

- The challenges to the time-frame associated with environmental closure and meeting the schedule in the EDC MOA are primarily related to radiological work. Items for this discussion include:

    A. Status of results from the CDPH independent laboratory
    B. Review of task specific plans (TSP)
    C. Path forward for free release at Site 12.

A. Status of results from the CDPH independent laboratory
   - Dr. Singh said CDPH is close to establishing a contract for an additional laboratory to analyze samples from several sites as NAVSTA TI. In anticipation of future needs, the laboratory contract will be 2 years in duration. Mr. Forman asked that the priority for the radiological samples be the following: Building 233, Site 31, and Bigelow Court.

B. Review of TSPs
   - Navy does not agree with the CDPH request to review all TSPs for NAVSTA TI, including the additional 30-day review that was requested. DTSC concurred on the Site Management Plan (SMP), which lists the environmental schedule. TSPs are not mentioned in the SMP or the Federal Facilities Site Remediation Agreement (FFSRA) as a primary or secondary document and should not undergo a review as CDPH is requesting.
   - Mr. Forman said DTSC passed along the request for TSP reviews from CDPH, but the Navy would like to know if DTSC agrees. He added the Navy wants to find a way to make everyone comfortable with the cleanup plans; however, this request will result in significant delays, possibly without adding significant value.
   - Dr. Singh said the request to review TSPs is a new policy for CDPH, and the plan is to implement the policy across the board at all Navy sites, and not just at NAVSTA TI. Dr. Singh said the problem occurs when a field team deviates from a work plan, then she receives data gathered based on a methodology that she did not agree to, and she is not comfortable with that procedure.
   - Ms. Tsuji said the request needs to funnel through CDPH management to DTSC because CDPH is requesting a program change by asking for a 30-day review period on TSPs. Then, DTSC can speak to the Navy about the merits of the request.
   - Zach Edwards (RASO) said the radiological work plans contain general details, but the TSP includes survey units and other site-specific information. Options for a path forward include incorporating the TSP into the work plan or eliminating TSPs altogether. Mr. Forman added that field change requests could be more transparent.
   - Dr. Singh said a work plan from McClellan Air Force Base includes the level of detail that CDPH would accept, and she can provide the example.
   - Ms. Tsuji will take the lead on coordinating DTSC's position on TSPs, and then follow up with the Navy.

C. Path Forward for Free Release
   - Mr. Forman said the City of San Francisco has stated publicly that it will not accept property encumbered with a need for a radiological license, radiological exemption, or radiological restrictions post-transfer. The Navy has committed to achieving radiological free release for these sites. Mr. Forman stated the Navy needs to know the path forward for radiological free release at Site 12 and how the Navy can meet the needs of CDPH to receive free release.
   - Ms. Tsuji will take the lead on scheduling a meeting between the Navy, DTSC, and CDPH. Ms. Tsuji noted that each agency should come to the meeting with ideas and

positions for how to achieve a Recommendation for Unrestricted Radiological Release (RURR) letter for Site 12 from CDPH.

VI. Upcoming Documents and Field Activities

Mr. Clark provided the update

- The top document priorities for agency review are:
  a. Site 12 Phase III NTCRA Work Plan
  b. Site 31 Final Status Survey Report
  c. Radiological Work Plan, Radiological Surveys at Various Areas (Phase II)
  d. Radiological Survey Report for Site 32, Building 3, and Selected Storm and Wastewater Lines
- A work plan may be added to this priority list. It is for removal of a section of a storm drain pipe related to Building 233 that was not included in previous documents. The pipe is approximately 36 inches in diameter and 200 to 300 feet long. It is a wood stave pipe that was closed in place in the 1970s. The plan is to remove the section of pipe, but there is no contract in place, so the work plan is not on the document tracking sheet. The Navy would like to prioritize review of this work plan so the field work can begin as soon as possible.
- The BCT members said they like the weekly field activity reports that Mr. Clark sends each Monday for work taking place that week. It was suggested that a similar update, though less technical, be posted on a community website for residents for Site 12 field work.

VII. Open Forum for City/Developer/BCT

- Mr. Beck said the City hopes to break ground on the Yerba Buena Island (YBI) redevelopment before the end of 2015. YBI residents from 41 households will have to be relocated by that time. TIDA is planning a community workshop for those households and would like the YBI residents to be present as well so they are informed about the work and where it will take place, and can take that into consideration in selecting their new units.
- The Navy and the contractor are doing a site walk tomorrow, March 19, to review the truck routes for hauling soil to the radiological screening yards (RSY) during the NTCRA. The traffic control plan and planned truck routes are presented in an appendix to the work plan Mr. Yantos discussed previously. The first day of field work is May 11; the Navy would like CDPH to walk the truck route with them on the first day.

VIII. Community Relations Update

- Mr. Forman thanked those who attended the Site 24 Proposed Plan public meeting on March 11, 2015. Seven community members attended. The comment period is open through March 24.

IX. Action Item Review/Other Meetings

New Action Items:

- The Navy will email CDPH a list of priority documents and deadlines for the sites included in the 2016 conveyance.
- DTSC will schedule a meeting between the Navy, DTSC, and CDPH to discuss approaches for achieving radiological free release at Site 12.

Future Agenda Items: None requested.

Next meetings:

- April 22, 2015, Tetra Tech Inc., Oakland, California
- May 20, 2015, Tetra Tech Inc., Oakland, California
- June 17, 2015, Tetra Tech Inc., Oakland, California

Meeting participants:

Bob Beck, TIDA

George Bibbins, San Francisco Public Utility Commission (SF PUC)

Nadia Hollan Burke, U.S. Environmental Protection Agency (EPA)*

Arnab Chakrabarti, Terraphase Engineering (consultant to Treasure Island Community Development)

Dave Clark, Navy

Zach Edwards, RASO*

Keith Forman, Navy

Chris Glenn, Langan Treadwell Rollo (consultant to TIDA)

Patrick Hamner, Trevet

Danielle Janda, Navy

Ulrika Messer, Chicago Bridge & Iron (CB&I)*

Gary Munekawa, Navy Resident Officer in Charge of Construction (ROICC)*

Jessica O'Sullivan, Tetra Tech

Marcie Rash, Tetra Tech*

Ray Schul, CB&I

Nathan Schumacher, DTSC

Sheetal Singh, CDPH EMB

Medi Sunga, DTSC*

Denise Tsuji, DTSC

Tommie Jean Valmassy, Tetra Tech

Matthew Wright, CDPH EMB

Chris Yantos, Navy

Myriam Zech, San Francisco Bay Regional Water Quality Control Board

* Indicates attendee participated via telephone

DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE WEST
1455 FRAZEE RD, SUITE 900
SAN DIEGO, CA 92108-4310

5090
Ser BPMOW.pam/0166
May 6, 2015

Bruce Wolfe, Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

SUBJECT: REQUEST FOR TREASURE ISLAND NON-TRADITIONAL DESIGNATION UNDER THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) WATER QUALITY ORDER NO. 2013-0001 DWQ, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT NO. CAS000004 WASTE DISCHARGE REQUIREMENTS (WDRS) FOR STORMWATER DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4S) (GENERAL PERMIT).

Dear Mr. Wolfe:

The United States Navy (US Navy) would like to apply for stormwater discharge permit coverage under the State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001 DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements (WDRs) for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) (General Permit).

Since 1992, all stormwater discharges from the former Naval Station Treasure Island (former NSTI), which is comprised of Treasure Island (TI) & Yerba Buena Island (YBI), to the Bay have been permitted under the California Industrial Storm Water General Permit (IGP). As you know, the IGP was reissued in 2014. In December 2014, the Navy received a letter from the SWRCB, notifying it of the deadline to recertify under the new statewide Industrial General Order, General Permit for Stormwater Discharges Associated with Industrial Activities by July 2015. Due to changing uses on the former NSTI, island-wide coverage under the IGP is no longer reasonable given the limited industrial uses on the island. The Treasure Island Wastewater Treatment Plant (TI WWTP) Facility is the only industrial activity. Therefore, the Navy will be requesting modified coverage under the IGP. The coverage request will only include the TI WWTP. The Navy would like to gain stormwater discharge

coverage for the remaining portions of the island under the Statewide MS4 Phase II General Permit as a Non-Traditional Permittee.

On July 2, 2014, the US Navy and TIDA entered into an Economic Development Conveyance Memorandum of Agreement (the "EDC MOA") to convey all of the former NSTI to TIDA other than the portions that the US Navy previously conveyed to the United States Department of Labor Job Corps, the United States Coast Guard, and the Federal Highway Administration through federal-to-federal transfers. Beginning in 2015, the US Navy will transfer the Property to TIDA in phases in accordance with the conditions set forth in the EDC MOA. Concurrent with the phased transfer process, TIDA will enact a development plan for former NSTI to ultimately include the removal of all existing Navy utility infrastructure and construction of new utility systems, including a new stormwater system (the New Stormwater System). Once the land transfers to TIDA begin to occur, TIDA will request similar but separate coverage under the Statewide MS4 Phase II General Permit, for the portions under City ownership. Existing Stormwater Systems owned by the Navy will remain covered under the Navy's Statewide MS4 Phase II General Permit, with the System operated by SFPUC under the terms of the 2014 TIDA-PUC MOU.

The Navy will proceed with this plan and respectfully requests any comments regarding the appropriate designation for permit coverage: Non-Traditional under the State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001 DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements (WDRs) for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) (General Permit).

Sincerely,

PATRICIA MCFADDEN
Navy BRAC Base Operations Manager
San Francisco Bay Area

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

ROBERT BECK
TREASURE ISLAND DIRECTOR

Bruce Wolfe, Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

May 5, 2015

Re: Request for Treasure Island Non-Traditional Designation under the State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001 DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements (WDRs) for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) (General Permit).

Dear Mr. Wolfe,

The Treasure Island Development Authority (TIDA) would like to express its interest in gaining stormwater discharge permit coverage under the State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001 DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements (WDRs) for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) (General Permit).

TIDA is a non-profit, public benefit agency dedicated to the economic redevelopment of former Naval Station Treasure Island (former NSTI) on behalf of the City and County of San Francisco (the City). TIDA is currently responsible for the interim management and operation of former NSTI, including of former NSTI's utility systems, under the terms of the Base Caretaker Cooperative Agreement (the Cooperative Agreement) between TIDA and the United States Navy (the US Navy). The San Francisco Public Utilities Commission (SFPUC) provides utility services on former NSTI on behalf of TIDA, including management of the Stormwater System (the Existing Stormwater System), under the terms of a Memorandum of Understanding between TIDA and the SFPUC. Regarding Utility Services at Former Naval Station Treasure Island (the 2014 TIDA-PUC MOU).

Since 1992, all stormwater discharges from Treasure Island (TI) & Yerba Buena Island (YBI) to the Bay have been permitted under the California Industrial Storm Water General Permit (IGP) with the US Navy as the Permittee. As you know, the IGP was reissued in 2014. In December

2014, the US Navy received a letter from the SWRCB, notifying it of the deadline to recertify under the new statewide Industrial General Order, General Permit for Stormwater Discharges Associated with Industrial Activities by July 2015. As has been communicated in previous conversations with RWQCB staff, due to changing uses on the island, island-wide coverage under the IGP is no longer reasonable given the remaining few industrial uses on the island.

On July 2, 2014, TIDA and the Navy entered into an Economic Development Conveyance Memorandum of Agreement (the "EDC MOA") to convey all of NSTI to TIDA other than the portions that the Navy previously conveyed to the United States Department of Labor Job Corps, the United States Coast Guard, and the Federal Highway Administration through federal-to-federal transfers. Beginning in 2015, the Navy will transfer the Property to TIDA in phases in accordance with the conditions set forth in the EDC MOA. The full transfer of the base is not expected to be completed until 2022.

Concurrent with the phased transfer process, TIDA will enact a development plan for former NSTI to ultimately include the removal of all existing utility infrastructure and construction of new utility systems, including a new stormwater system (the New Stormwater System). Once the land transfers to TIDA begin to occur, TIDA will request similar but separate coverage under the Statewide MS4 Phase II General Permit, while the Existing Stormwater System serving the areas of former NSTI still awaiting transfer to TIDA shall remain covered under the Navy's Statewide MS4 Phase II General Permit, with the System operated by SFPUC under the terms of the 2014 TIDA-PUC MOU.

Accordingly, the most appropriate stormwater permit now for the current and planned uses on former NSTI appears to be the Statewide MS4 Phase II General Permit, non-Traditional. TIDA respectfully requests approval regarding its plans to apply for coverage as a Non-Traditional under the MS4 Phase II Permit, which it will do upon the initial land transfer to TIDA, anticipated to occur in May of 2015.

Sincerely,

Robert P. Beck
Treasure Island Development Authority, Director

Cc: Bill Hurley, RWQCB
Fred Hetzel, RWQCB
Debra Lutske, SFPUC
Laura Pagano, SFPUC

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
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(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

ROBERT BECK
TREASURE ISLAND DIRECTOR

May 5, 2015

Ms. Jennifer Cha, Center Director
Treasure Island Job Corps Center
351 Avenue H
San Francisco, CA 94130

Dear Ms. Cha,

This letter is to inform the Treasure Island Job Corps Center (TIJCC) that the TIDA Board of Directors (Authority Board) shall consider an adjustment to the utility rate for water delivery charged to Treasure Island customers by the San Francisco Public Utilities Commission (SFPUC) at its May 13, 2015 meeting. If approved by the Authority Board, this new water rate shall be effective July 1, 2015.

As you are aware, on September 10, 2014, the Authority's Board of Directors adopted Resolution No. 14-37-0910 authorizing an adjustment of utility rates charged to Treasure Island customers, including TIJCC, to recover the costs of providing utility services on Treasure Island. The adjusted rates were generally consistent with existing retail service rates in the larger San Francisco service area.

Continued rate analysis by TIDA and SFPUC staff of projected costs of service in the 2015-2016 Fiscal Year has determined that an additional adjustment to the water service rate is necessary to address the increased cost of water supplied to Treasure Island by the SFPUC.

The table below illustrates both the current water rate paid by TIJCC as well as the new adjusted rate to be presented to the TIDA Board for approval.

Utility	Current Rate	Adjusted Rate	Difference
Water – commercial	$7.70/kgal	$8.72/kgal	$1.02/kgal

Should you have any questions regarding this letter and the proposed adjustment, please do not hesitate to contact me at (415) 274-0662,

Sincerely,

Robert P. Beck
Treasure Island Director

CC: file
Crispin Hollings, San Francisco Public Utilities Commission
Patricia McFadden, United States Navy Caretaker Site Office – Treasure Island
Treasure Island Development Authority Board of Directors

CITY & COUNTY OF SAN FRANCISCO

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ROBERT BECK
TREASURE ISLAND DIRECTOR

May 5, 2015

United States Coast Guard, Sector San Francisco
Attn: Sector Supply Officer
1 Yerba Buena Island
San Francisco, CA 94130

To Whom It May Concern,

This letter is to inform the United States Coast Guard, Sector San Francisco (USCG-Sector SF) that the TIDA Board of Directors (Authority Board) shall consider an adjustment to the utility rate for water delivery charged to Treasure Island customers by the San Francisco Public Utilities Commission (SFPUC) at its May 13, 2015 meeting. If approved by the Authority Board, this new water rate shall be effective July 1, 2015.

As you are aware, on September 10, 2014, the Authority's Board of Directors adopted Resolution No. 14-37-0910 authorizing an adjustment of utility rates charged to Treasure and Yerba Buena Islands customers, including USCG-Sector SF, to recover the costs of providing utility services on Treasure and Yerba Buena Islands. The adjusted rates were generally consistent with existing retail service rates in the larger San Francisco service area.

Continued rate analysis by TIDA and SFPUC staff of projected costs of service in the 2015-2016 Fiscal Year has determined that an additional adjustment to the water service rate is necessary to address the increased cost of water supplied to Treasure Island by the SFPUC.

The table below illustrates both the current water rate paid by USCG-Sector SF as well as the new adjusted rate to be presented to the TIDA Board for approval.

Utility	Current Rate	Adjusted Rate	Difference
Water – commercial	$7.70/kgal	$8.72/kgal	$1.02/kgal

Should you have any questions regarding this letter and the proposed adjustment, please do not hesitate to contact me at (415) 274-0662,

Sincerely,

Robert P. Beck
Treasure Island Director

CC: file
Crispin Hollings, San Francisco Public Utilities Commission
Patricia McFadden, United States Navy Caretaker Site Office – Treasure Island
Treasure Island Development Authority Board of Directors

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

651 Bryant Street
San Francisco, CA 94107
TTY 415.554.3488

April 7, 2015

RE: **NOTICE OF PLANNED ELECTRIC SERVICE INTERRUPTION**

SFPUC High Voltage Crew will have the power off on the business day below on Treasure Island to perform necessary repairs.

This will help us ensure reliable service to our customers. In order to safely perform the work, we will temporarily interrupt your electric service. Although we will do our best to minimize the length of the service interruption, please be prepared to be without service on the following dates (weather permitting), and for the estimated time indicated:

Date:

Sunday, April 19th, 2015 from 8:00AM to 9:00 AM
AND
Sunday, April 19th, 2015 from 3:00PM to 4:00 PM

AFFECTED SERVICE AREAS: All Of Treasure Island and Yerba Buena Island facilities.

Generators will be running and providing power with the exception of times listed above.

It is important to note the following:

- If you are a landlord with tenant(s) in the area mentioned above and the SFPUC bill is in your name, it is your responsibility to notify the tenant(s) of the planned service interruption.

- *Unsafe weather conditions or an unforeseen emergency will force us to cancel the work at the last minute, and we will be unable to notify you of the cancellation. However, we will notify you of the rescheduled date and time.*

- **SAFETY WARNING:** Residents should not use generators under any circumstances without the housing provider's knowledge. If you use a generator during the service interruption, you must isolate your generator from the SFPUC system. Failure to do so will not only damage your generator, but can cause serious injury to our electric crew personnel.

Here are a few recommendations to help minimize any inconvenience to you:

- If you rely on **life support devices** you may want to consider the following:

  - The housing providers have lists of who has medical devices requiring power and should get the generators ahead of time.

  - Find alternate lodging at a location not affected by the interruption

San Francisco Water Power Sewer

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

525 GOLDEN GATE AVE 7TH FLOOR., SAN FRANCISCO, CA 94102 • TEL. (415) 554-1516

NOTICE OF PLANNED NATURAL GAS SERVICE INTERRUPTION

PUC will be installing new equipment and/or performing maintenance in your area. This will help us ensure reliable service to our customers. In order to safely perform the work, we will be temporarily interrupting your natural gas service. Although we will do our best to minimize the length of the service interruption, please be prepared to be without service on the following date (weather permitting) and for the estimated time indicated:

Date: One day only between Weds 4/22/15 – Fri 4/24/15 **Time:** 8:00am-4:00pm

AFFECTED SERVICE AREAS:
All of Mason Ct, Ozbourn Ct, Reeves Ct, Bayside, Northpoint, Exposition, Mariner and the Gateview Cts (1420,1430,1440,1390, 1394, 1395 and 1397)

PLEASE NOTE: The day chosen for the outage will be determined on Tuesday 4/21/15 once PUC inspection is complete.

It is important to note the following:

- If you are a landlord with tenant(s) in the area mentioned above and the SFPUC bill is in your name, it is your responsibility to notify the tenant(s) of the planned service interruption.
- Unsafe weather conditions or an unforeseen emergency will force us to cancel the work at the last minute, and we will be unable to notify you of the cancellation. However, we will notify you of the rescheduled date and time.

We apologize for the inconvenience and thank you for your patience.

Joe Carlevaris

SERVICE IMPROVEMENTS COMING APRIL 25!

More Service for 165,000 Customers!

This April's service improvements are the most significant increases in a decade, directly benefiting 30% of our daily bus ridership!

SERVICE CHANGE		LINES
INCREASE IN AM FREQUENCY	»	5R, 8AX, 8BX, 14R, 14X, 38R, 41 PLUS A FEW EXTRA TRIPS ON 10, 28
INCREASE IN PM FREQUENCY	»	5R, 8AX, 8BX, 14R, 14X, 38R, 41
INCREASE IN MIDDAY FREQUENCY	»	5R, 8X, 14R, 29
LONGER AM HOURS	»	14X, 1AX, 1BX, 8AX, 8BX, 30X, 31AX, 31BX
FLEET CHANGE	»	14X (40' BUSES)
WEEKEND CHANGES	»	38R ON SUNDAYS LONGER HOURS FOR 14R SAT/SUN

Rapid is the New Limited

This April we're adopting the term "Rapid" for our Limited-stop routes, currently called Limited or "L". These routes will receive additional investment in transit priority improvements, too!

OLD		NEW
5L, 9L, 14L, 28L , 38L, 71L	»	5R, 9R, 14R, 28R , 38R, 7R

New Route Numbers and Names Coming, Too!

OLD		NEW
6 PARNASSUS	»	6 HAIGHT-PARNASSUS
8X BAYSHORE EXPRESS	»	8 BAYSHORE
16X NORIEGA EXPRESS	»	7X NORIEGA EXPRESS
17 PARKMERCED	»	57 PARKMERCED
33 STANYAN	»	33 ASHBURY-18TH
71 HAIGHT-NORIEGA	»	7 HAIGHT-NORIEGA
108 TREASURE ISLAND	»	25 TREASURE ISLAND

For more information about Muni Forward, contact Sean Kennedy, Program Manager at (415) 701-4717 or sean.kennedy@sfmta.com

For general information 24/7/365, dial 311 (415.701.2311 outside SF).
(311) Free language assistance / 免费语言援助 / Ayuda gratis con el idioma / Бесплатная помощь переводчиков / Trợ giúp Thông dịch Miễn phí / Assistance linguistique gratuite / 무료 언어 지원 / Libreng tulong para sa wikang Tagalog / ความช่วยเหลือทางภาษาโดยไม่เสียค่าใช้จ่าย

SFMTA Municipal Transportation Agency

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Automobile Sale, Saturday and Sunday, 4/18 and 4/19

For your information, Treasure/Yerba Buena island residents are welcome to attend a public automobile sale event being held in the parking lot between Building 180 and Hangar 2 on Saturday April 18, 2015 from 9:00AM-6:00PM, and again on Sunday April 19, 2015 from 10:00AM-5:00PM. All makes and models will be available, with financing options on-site.

TREASURE ISLAND DEVELOPMENT AUTHORITY

Administration Building
One Avenue of the Palms
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

Bob Beck, Treasure Island Director

Ozbourn Ct.—Traffic Control
Week of 4/20/15

Please be advised that in connection with SF PUC gas line maintenance planned for the week of April 20-24, there will be excavation work taking place at the intersection of Gateview Ave and Ozbourn Ct.

Ozbourn Ct will remain accessible to vehicles throughout the week, however there may be times when daytime traffic control is in effect entering and exiting Ozbourn Ct. Please follow flaggers directions in the area.

Please contact your residential property manager with any questions or concerns and please drive carefully.

TREASURE ISLAND DEVELOPMENT AUTHORITY

Administration Building
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San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

Bob Beck, Treasure Island Director

the YMCA

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FACT SHEET
First Five-Year Review of Remedial Actions
Naval Station Treasure Island
San Francisco, California

April 2015

The Five-Year Review of Remedial Actions is an evaluation of environmental remedies implemented at Naval Station Treasure Island (NAVSTA TI). The Five-Year Review focuses on three sites (Sites 21, 27, and 30) where a remedy has been selected, the final cleanup action has been completed, and hazardous substances remain on site. Those three sites are subject to the full technical assessment of remedy protectiveness undertaken in a Five-Year Review. This fact sheet explains why the Five-Year Review process is undertaken and summarizes the results of the Navy's first basewide Five-Year Review at NAVSTA TI.

The Five-Year Review concluded that remedies in place at NAVSTA TI continue to protect human health and the environment. The Five-Year Review report is available for public review at the information repositories listed on page 4 of this fact sheet. For more information about the Five-Year Review report and other Navy activities, please visit: www.bracpmo.navy.mil

NAVAL STATION TREASURE ISLAND HISTORY

NAVSTA TI is located in the San Francisco Bay, midway between San Francisco and Oakland (Figure 1). The naval station consists of two connected islands: the manmade, northern island (Treasure Island or TI), and the natural, southern island (Yerba Buena Island or YBI). Military activities date back to 1866, when YBI was first used for defensive fortifications. The Navy conducted training at YBI beginning in 1898. TI was constructed on the shoals of YBI in 1936 and 1937 using dredged sand and silt from the bay. TI was the site of the Golden Gate International Exposition in 1939 and 1940. The Navy obtained TI before World War II. During the war, NAVSTA TI was a major naval personnel processing center. The base continued to provide training, administrative, housing, and other support to the U.S. Pacific Fleet until it was closed in 1997.

Since 1987, the Navy has conducted many studies and cleanup actions at NAVSTA TI. The cleanup program at the station is managed by the Base Realignment and Closure (BRAC) Cleanup Team (BCT). The BCT for NAVSTA TI consists of representatives from the Navy, the California Department of Toxic Substances Control (DTSC), and the California Regional Water Quality Control Board, San Francisco Bay Region (Water Board). The Navy is cleaning up the naval station under a federal law formally known as the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Under the CERCLA program, NAVSTA TI is subdivided into individual sites, based on similar activities or chemical uses. Dividing the base into sites speeds up the investigation and cleanup process.

The naval station consists of TI, which encompasses about 403 acres, and YBI, which includes about 147 acres. The U.S. Department of Labor owns about 37 acres in the central portion of TI, where it operates the Jobs Corps campus. The U.S. Coast Guard owns 30 acres of the southern portion of YBI. More than 1,800 people live on NAVSTA TI, mostly in former Navy housing that is leased by the Treasure Island Development Authority (TIDA).

Industrial activities at NAVSTA TI, including degreasing, painting, foundry operations, equipment

Figure 1: Regional Map

REMEDIAL ACTION SUMMARY

Site 21, Vessel Waste Oil Recovery Area. Small spills of cleaning solvents (VOCs) used at an outdoor dip tank contaminated the groundwater at Site 21. The objective of the remedial action was to prevent exposure to unacceptable levels of VOCs in groundwater and soil gas. Groundwater was treated successfully from 2005 to 2010. Groundwater and soil gas monitoring are ongoing to confirm vapors from remaining VOCs do not pose a risk. In addition, land use controls limit present and future activities.

Site 27, Clipper Cove Skeet Range. Lead shot from target practice at the skeet range over Clipper Cove contaminated the sediment beneath the bay. The goal of the remedial action was to prevent exposure of diving ducks to lead shot in sediment near the shoreline at depths the ducks could reach. The remedy included dredging the top 1.5 feet of sediment within 75 feet of the shoreline and replacing it with an armor layer (sand and large rocks) to prevent exposure to deeper sediment that still contains lead shot. The remedy also included institutional controls to prevent damage to the armor layer and disturbance of the remaining sediment.

Site 30, Daycare Center. Past burning of debris in the area had created dioxins in the soil. The objective of the remedial action was to prevent exposure to dioxins in soil by using the building foundation slab and other hardscape as a cover. Institutional controls to prevent damage to the slab were also included.

The following are representative photographs of Sites 21, 27, and 30.

Site 27. Dredging sediment to remove lead shot.

Site 27. Current view of the shoreline of Site 27.

Site 21. Former dip tank that was the source of the VOCs was below the rusty overhang (location indicated by the green arrow).

Site 30. Interior of the Building 502 day care center. The building slab acts as a cover over the underlying soil.

REMEDIAL ACTION SUMMARY

Site 21, Vessel Waste Oil Recovery Area. Small spills of cleaning solvents (VOCs) used at an outdoor dip tank contaminated the groundwater at Site 21. The objective of the remedial action was to prevent exposure to unacceptable levels of VOCs in groundwater and soil gas. Groundwater was treated successfully from 2005 to 2010. Groundwater and soil gas monitoring are ongoing to confirm vapors from remaining VOCs do not pose a risk. In addition, land use controls limit present and future activities.

Site 27, Clipper Cove Skeet Range. Lead shot from target practice at the skeet range over Clipper Cove contaminated the sediment beneath the bay. The goal of the remedial action was to prevent exposure of diving ducks to lead shot in sediment near the shoreline at depths the ducks could reach. The remedy included dredging the top 1.5 feet of sediment within 75 feet of the shoreline and replacing it with an armor layer (sand and large rocks) to prevent exposure to deeper sediment that still contains lead shot. The remedy also included institutional controls to prevent damage to the armor layer and disturbance of the remaining sediment.

Site 30, Daycare Center. Past burning of debris in the area had created dioxins in the soil. The objective of the remedial action was to prevent exposure to dioxins in soil by using the building foundation slab and other hardscape as a cover. Institutional controls to prevent damage to the slab were also included.

The following are representative photographs of Sites 21, 27, and 30.

Site 27. Dredging sediment to remove lead shot.

Site 27. Current view of the shoreline of Site 27.

Site 21. Former dip tank that was the source of the VOCs was below the rusty overhang (location indicated by the green arrow).

Site 30. Interior of the Building 502 day care center. The building slab acts as a cover over the underlying soil.

Treasure Island

TI Major Phase 1 Field Investigation & Field Test Section

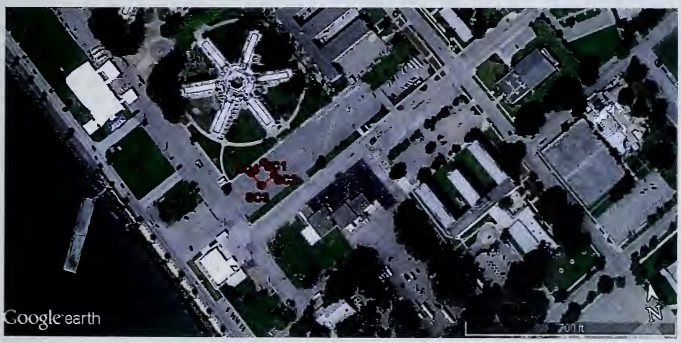
BACKGROUND

The City and County of San Francisco in Partnership with TICD will redevelop Treasure Island. ENGEO Incorporated has contracted with TICD to conduct geotechnical field investigation tests and carry out a pilot ground improvement test section within the first Major Phase 1 project area.

GENERAL INFORMATION

ENGEO will be conducting a field test to evaluate proposed ground improvement techniques. In association with the field test, ENGEO will conduct cone penetration testing and collect soil samples to characterize the subsurface soil stratigraphy within the field test area. This work is expected to begin on May 6, 2015 and end by July 15, 2015. Most activities will occur between 8:00 a.m. and 6:30 p.m. We don't anticipate conducting field work on weekends or at night. The ground improvement test is expected to be performed on May 28th and 29th.

Site location is the map below.



Test Site Location Map

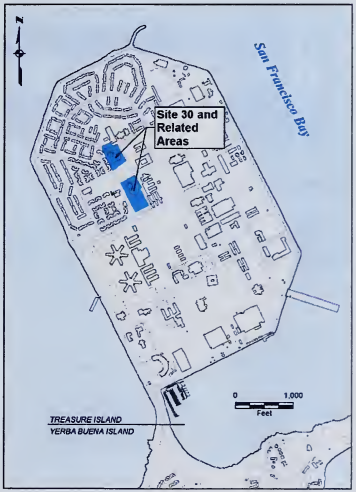
Notice of Radiological Survey Activities at Site 30 and Related Areas, Treasure Island

Work Starts May 8, 2015

On Friday, May 8, 2015, the Navy's contractor, CB&I, will begin radiological survey and sampling activities in the outdoor open areas in Site 30 and Related Areas at Treasure Island. This notice gives information about the work planned, and who you can contact for more information. The work area includes Site 30 and Related Areas (shown below). **Work is anticipated to last for approximately 4 weeks. Residential areas will not be accessed. Survey and sampling activities will be conducted in outdoors areas only.**

The Navy contractor will use drilling equipment to collect subsurface soil samples along and below the north and west sides of Building 502 (Daycare Center). Soil samples will be collected from depths ranging from 0 to 7.5 feet below the building throughout this area.

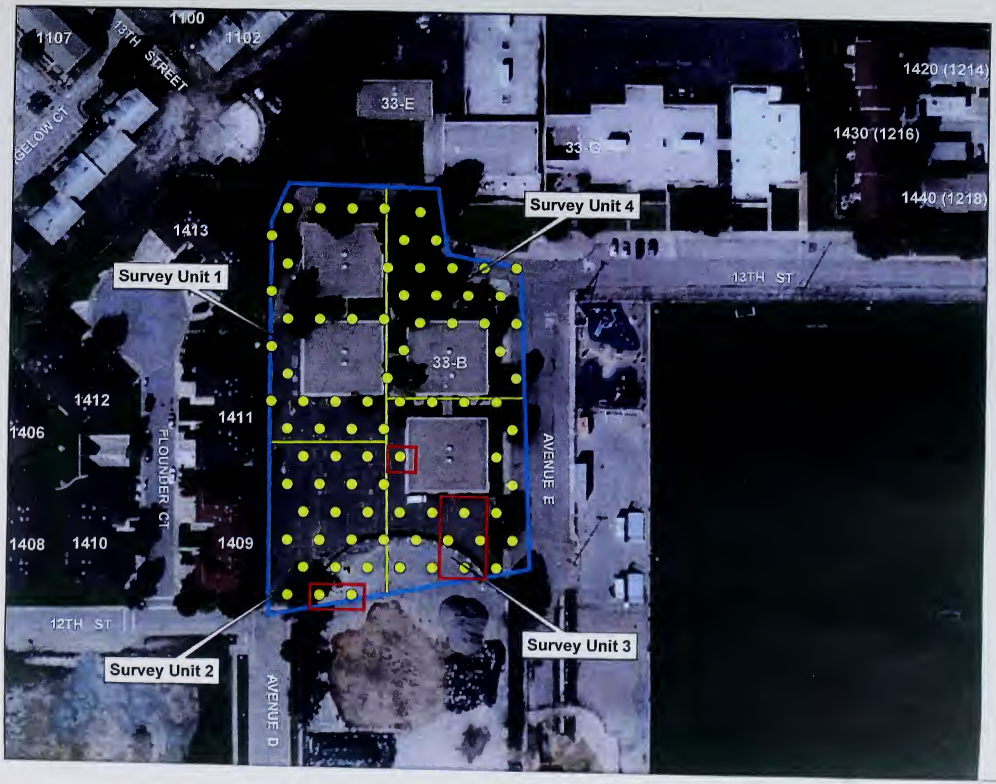
In addition, the Navy contractor will use handheld equipment to collect soil samples in other outdoor areas adjacent to the Daycare Center and Building 33-B (Former Boys and Girls Club); and will perform radiological scanning surveys in these areas. These samples will be analyzed for radiological materials. The Navy is collecting this data to supplement historical studies in this area.



In the coming weeks, parking in some areas may be restricted so that cars do not block off areas that need to be sampled and surveyed. Signs will be posted to notify you when streets will be closed. Street closures are expected to be minimal and temporary (a few hours).

Schedule

- Work will begin the week of May 4, 2015. Survey and sampling will be performed only during regular business hours (7:30 a.m. to 5:00 p.m., Monday through Friday).
- Work is this area should be complete by June 1, 2015.


1107
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1420 (1214)
1430 (1216)
1440 (1218)
Survey Unit 4
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Survey Unit 1
13TH ST
33-B
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AVENUE E
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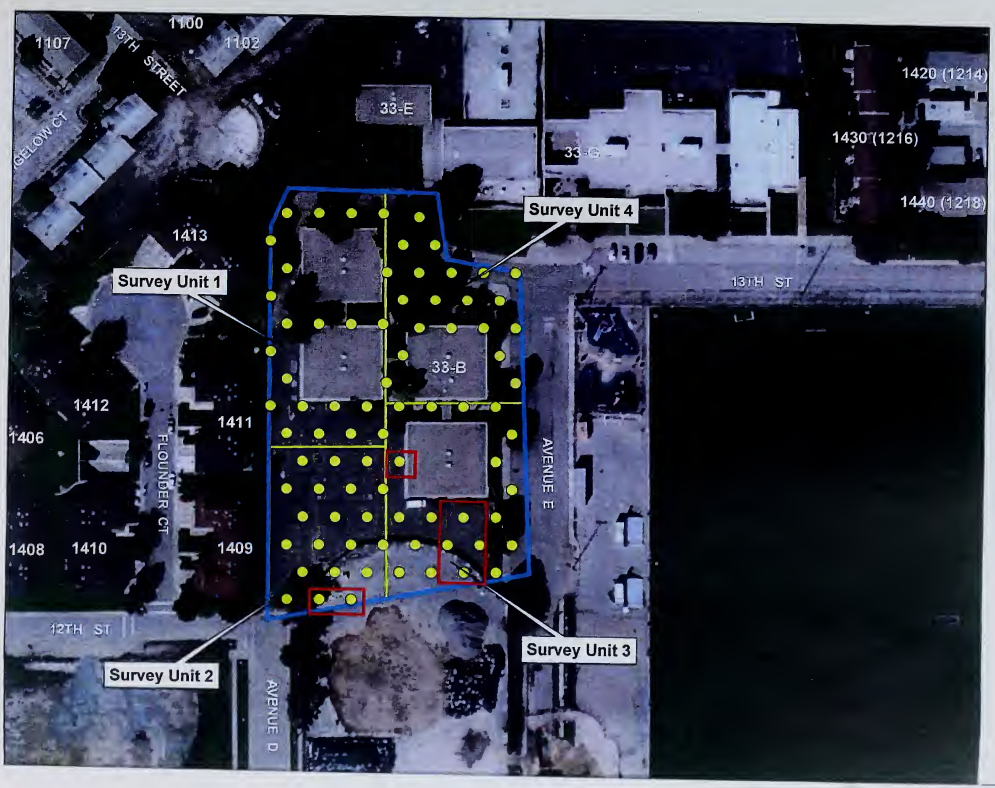
12TH ST
Survey Unit 2
Survey Unit 3
AVENUE D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12TH ST
Survey Unit 2
Survey Unit 3
AVENUE D

THE SAN FRANCISCO APPEAL (http://sfappeal.com)

SFPD Locate Possible Narcotics Lab While Responding To Treasure Island Stabbing

GATEVIEW COURT (HTTP://SFAPPEAL.COM/TAG/GATEVIEW-COURT/) NARCOTICS LAB (HTTP://SFAPPEAL.COM/TAG/NARCOTICS-LAB/) STABBING (HTTP://SFAPPEAL.COM/TAG/STABBING/) TREASURE ISLAND (HTTP://SFAPPEAL.COM/TAG/TREASURE-ISLAND) by Bay City News (http://sfappeal.com/profile/bay-city-news/) | April 9, 2015 1:08 pm | in Crime (http://sfappeal.com/category/crime/) | 0 Comments (http://sfappeal.com/2015/04/sfpd-locate-possible-narcotics-lab-while-responding-to-treasure-island-stabbing/#disqus_thread)

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(http://sfappeal.com/wp-content/uploads/2015/03/police-light-bar1.jpg)

San Francisco police located a possible narcotics lab on Treasure Island while responding to a stabbing that left a man with serious injuries Thursday morning.

According to police, the stabbing was reported at an apartment in the 1400 block of Gateview Court on Treasure Island at about 9 a.m. Thursday.

Police also received a report of a person with a gun, but no gunshot wounds have been reported.

San Francisco police Officer Grace Galpandan said the victim, a 48-year-old San Francisco man, knew the alleged suspect.

The victim was found inside the apartment suffering from life-threatening injuries allegedly inflicted by a knife and was transported to San Francisco General Hospital for treatment, according to Galpandan.

Officers located the suspect, identified as 55-year-old San Francisco resident Paul VanSyckel at the scene and arrested him on suspicion of attempted murder, Galpandan said.

During the investigation a science lab consisting of glass containers and powders was located inside the apartment, according to Galpandan.

A hazardous materials unit responded to the apartment and determined that there were no hazardous fumes inside. The materials are in the process of being tested, according to Galpandan.

San Francisco police are continuing to investigate the motive for the attack.

A neighbor on Treasure Island, who declined to be identified by name, said she lives close to the scene of the incident and has known VanSyckel for years.

She said she believes VanSyckel, who lives a couple blocks away from her on Treasure Island, was acting in self-defense.

The neighbor said that VanSyckel was renting the apartment out to three males, one of whom is a biochemistry student, and that he might have been responsible for the lab located by police.

According to the neighbor, she met VanSyckel while working for the U.S. Census Bureau during the 2010 census and said she is watching VanSyckel's dog for him while he is in police custody.

Hannah Albarazi, Bay City News

San Francisco firefighter collapses during training exercise

By John Sasaki, Reporter CONNECT

TREASURE ISLAND, Calif. (KTVU) -- A San Francisco firefighter is in the hospital after a scary incident during training on Thursday morning.

The unidentified veteran firefighter was at the city's Fire Training Facility on Treasure Island, a place that helps firefighters stay ready for all the situations they face.

But just before 11 a.m., the firefighter suffered a medical emergency.

"They were doing a drill in our burn room, and one of the firefighters collapsed. And he was transported to the hospital," said Fire Dept. Spokeswoman Mindy Talmadge.

The burn room is where crews train in putting out controlled flames. They're wearing full gear and breathing apparatus. It can be stressful, even for experienced firefighters.

"It's also very hot in the gear. We haven't had an issue like this in the burn room," added Talmadge.

Cal-OSHA will look into the matter, and fire officials are conducting a safety investigation of the facility.

The firefighter is now at SF General Hospital in stable condition.

"He's undergoing tests, and we're not sure if it was actually related to the drill, or if it was a medical condition," explained Talmadge.

The firefighter, who also has a brother in the department, is being kept at the hospital overnight for observation.

Search

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Italian car connoisseurs have found a rejuvenating little news place that's more addicting than a double-shot espresso.
FULL STORY

Treasure Island San Francisco March




Image Gallery

THE LATEST TOP STORIES

Treasure Island San Francisco March

By Mark Farouk
Posted: Apr 18th 2015, 7:37 AM

TOTAL INVASION

As children, most of us looked forward to early spring weekends and the possibility for adventure and carefree fun.

The promise of an Easter egg hunt searching the low and tall grass for colored eggs. Most of them were a standard Easter color involving shades of blue, pink and green. Sometimes the more inventive children

SFGATE http://www.sfgate.com/news/article/Mini-Cooper-apparently-empty-goes-over-Treasure-6243240.php

Mini Cooper, apparently empty, goes over Treasure Island cliff

By Evan Sernoffsky Updated 9:22 am, Tuesday, May 5, 2015

A file photo of a 2014 MINI Cooper S. Authorities were looking into how a Mini Cooper ended up at the bottom of a cliff Tuesday morning on Yerba Buena Island.

San Francisco firefighters and the U.S. Coast Guard were looking into how a car ended up at the bottom of a cliff Tuesday morning on Yerba Buena Island.

No one was in the vehicle that was discovered on a rocky beach at the bottom of a cliff near the Yerba Buena Lighthouse on the south end of the island, said Mindy Talmadge, a San Francisco Fire Department spokeswoman.

The vehicle appeared to be a white Mini Cooper and was sitting upright, but had significant roof damage. It was not immediately clear who owned the vehicle.

Evan Sernoffsky is a San Francisco Chronicle staff writer. E-mail: esernoffsky@sfchronicle.com Twitter: @EvanSernoffsky

1ORE BAY AREA NEWS

Oakland Mayor Libby Schaaf proposes 40 new police officers

California Assembly passes bill banning 'Redskins' as

AGENDA ITEM 6(b)
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 13, 2015

Subject: Resolution Authorizing the Adjustment of Rates for Utility Users on Treasure Island and Yerba Buena Island *(Action Item).*

Contact: Robert Beck, Treasure Island Director

BACKGROUND

Treasure Island Development Authority (the "Authority") performs Base Caretaker duties on behalf of the United States Navy pursuant to the Base Caretaker Cooperative Agreement, as amended (the "Cooperative Agreement") between United States Navy and the Authority. The Cooperative Agreement was initially signed on March 12, 1997, between the City and the Navy. In November 1998, the Board of Supervisors authorized the Authority to enter into the Cooperative Agreement and assume the City's obligations thereunder. Under the Cooperative Agreement, the Authority is referred to as the "Caretaker."

Obligations of the Caretaker are described generally in Articles I – XI of the Cooperative Agreement, and specific duties of the Caretaker are described in Functional Annexes 1 – 9. Functional Annex 6 – Utilities Services, describes the responsibilities of the Caretaker with respect to operation and maintenance of the utilities systems at Treasure Island and Yerba Buena Island. The San Francisco Public Utilities Commission (SFPUC) has been performing the Caretaker's responsibilities under Functional Annex 6 on the behalf of the Authority.

Utility rates were initially established by the Navy to defray costs of utility commodities, operations and maintenance. Although the US Navy assigned the Caretaker the responsibility to manage the utility system in 1998, the US Navy continued to set rates through 1999. On October 1, 2000, Modification No. P00013 amended the Cooperative Agreement to allow the Caretaker to establish uniform rates for utilities consumers on Treasure Island and Yerba Buena Island. Section 6.2.3.1 of Functional Annex 6 in Modification No. P00013 provides that the Caretaker will operate and maintain the utility systems on the islands and "defray associated costs through revenues generated by charging uniform rates established by the Caretaker."

On March 8, 2006, the Authority's Board of Directors adopted Resolution No. 06-17-03/08 approving the establishment of uniform utility rates for all metered utility consumers on Treasure Island and Yerba Buena Island – federal utility consumers had previously been charged rates 15% below other users – and authorized Authority Staff to work with the SFPUC to make future recommendations to the Authority Board regarding utility rate adjustments.

On October 22, 2008, the Authority's Board of Directors adopted Resolution No. 08-63-10/22 approved and authorized the execution of a Memorandum of Understanding with the SFPUC

(the "MOU") which documented, but did not adjust, the electric, water, and sewer utility rates and established procedures for future rate adjustments. The MOU did adjust the pricing for natural gas service to reflect the California Department of General Services cost to purchase natural gas. The MOU called for Authority and SFPUC staff to work together to determine whether rates should be increased or decreased to pass through changes in the cost of supplies and materials and to recover the cost of unanticipated expenses. Under the MOU, when TIDA and SFPUC staff agree that a rate adjustment is necessary, TIDA staff would bring the recommendation to the Authority Board for review and approval.

On September 10, 2014, the Authority's Board of Directors adopted Resolution No. 14-37-09/10, authorizing adjustment of water and sewer metered utility rates for the first time since 1999. Although the required adjustments were substantial, the resulting rates charged on Treasure Island for water and sewer service were consistent with retail service rates in the larger San Francisco service area. The rates for electrical and gas service were unchanged.

DISCUSSION

For electrical, gas and water services, the commodity cost of the electricity/gas/water provided accounts for roughly 80% of the total cost of service. Maintaining the island's aged infrastructure and responding to service calls account for the balance of expenses. By comparison, the costs of providing sewer services are driven primarily by the costs to operate the wastewater treatment plant and the Island's 43 pump stations. The plant and pump stations require round-the-clock supervision and monitoring to keep performance within operating parameters, and equipment routinely require maintenance and repair to keep the system operational.

TIDA and SFPUC staff have analyzed past and projected costs of service and have determined that an adjustment to the water service rate is necessary to address the increased cost of water supplied to Treasure Island by the SFPUC. After the adjustment to the water rate, the rates charged to metered customers on Treasure Island would be: (a) Water: $8.72 per 1,000 gallons (kgal); (b) Sewer Service (unchanged): $13.70 per kgal; (c) Electricity (unchanged): $0.14275 per kilowatt-hour (kW-hr); and (d) Natural Gas (unchanged): $0.55 per therm. Exhibit A to this Staff Report shows how these rates compare to current rates charged to utility users on Treasure Island and to utility users in San Francisco.

Residential units on Treasure Island are not metered individually. A uniform utility fee is established for each residential unit based averaging the unmetered consumption of water, electricity and gas across the occupied residential inventory. Between 2009 and 2014 this fee was escalated 4% per year in accordance with the MOU between TIDA and the SFPUC which kept the residential fee closer to the actual cost of service, but an additional adjustment was required in conjunction with the September 2014 adjustments for metered rates which brought the current monthly residential utility fee to $373.90/month. Applying the same adjustments recommended for the metered rates to the average residential consumption results in a residential utility fee of $383.78/month. The $9.88/month adjustment is less than the 4% adjustment that would have historically been applied per the 2008 MOU with the SFPUC.

RECOMMENDATION

Staff recommends that the Authority Board of Directors authorize the adjustment of utility rates for utility users on Treasure Island and Yerba Buena Island.

Prepared by Robert Beck, Treasure Island Director

EXHIBIT A

	Current TI Rate	Proposed TI Rate	SF Retail Rate**
Water - Commercial ($/kgal)	7.70	8.72	8.68
Water - *Flat Residential ($/kgal)	7.70	8.72	10.30
Sewer - Commercial ($/kgal)	13.70	13.70	14.52
Sewer - *Flat Residential ($/kgal)	13.70	13.70	13.51
Power - Commercial ($/kWh)	0.14275	0.14275	0.1721
Power - *Flat Residential ($/kWh)	0.14275	0.14275	0.1641
Gas - Commercial ($/therm)	0.5500	0.5500	0.5526
Gas - *Flat Residential ($/therm)	0.5500	0.5500	0.5526

* - Residential units are not individually metered. Total consumption is averaged to establish a uniform utility charge per unit. Employing the proposed adjustments, the charge per unit would increase from $373.90/month to $383.78/month.

** - SF Retail Rates provided by SFPUC.

[Resolution Authorizing the Adjustment of Utility Rates]

Resolution Authorizing the Adjustment of Rates for Utility Users on Treasure Island and Yerba Buena Island.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On March 12, 1997, the City and the Navy entered into the Base Caretaker Cooperative Agreement ("Cooperative Agreement") for the management and operation of the Base; and,

WHEREAS, In November 1998, the Board of Supervisors authorized the Treasure Island Development Authority (the "Authority") to assume the City's obligations under the Cooperative Agreement; and,

WHEREAS, The San Francisco Public Utilities Commission (the "SFPUC") has performed the Authority's responsibilities under Functional Annex 6 – Utilities Services, including the operation and maintenance of the utility systems and the delivery of utilities services to the Base, as a contract provider to the Authority; and,

WHEREAS, On October 1, 2000, the Cooperative Agreement was amended by Modification No. P00013, to allow the Authority, as the Caretaker under the Cooperative Agreement, to establish uniform rates for utilities consumers on the Base; and,

WHEREAS, On March 8, 2006, the Authority's Board of Directors adopted Resolution No. 06-17-03/08 establishing uniform utility rates for all metered utility consumers on Treasure Island and Yerba Buena Island, including federal utility consumers, and authorizing Authority Staff to work with the SFPUC to make further recommendations to the Authority Board regarding future utility rate adjustments; and,

WHEREAS, On October 22, 2008, the Authority's Board of Directors adopted Resolution No. 08-63-10/22, authorizing a Memorandum of understanding with the SFPUC documenting the utility rates in place since 1999, adjusting the rate for gas service, and directing Authority and SFPUC staff to review rates on an as-needed basis and to make recommendations to the Authority Board on future utility rate adjustments; and,

WHEREAS, On September 10, 2014, the Authority's Board of Directors adopted Resolution No. 14-37-09/10, authorizing the adjustment of utility rates; and,

WHEREAS, In preparation for the 2015-2016 Fiscal Year, Authority staff have reviewed with the SFPUC current year and projected utility demand and operating costs and recommend adjustments in the water rate to reflect the increased cost for water supplied to Treasure Island and to recover the projected operating costs for the FY 2015-2016; and ,

WHEREAS, The age and condition of the utility infrastructure; the commodity costs for gas, water and electricity; and staffing levels required for system operation provide little margin for operation cost reductions; now, therefore, be it

RESOLVED, That the Board of Directors hereby approves the adjustment of utility rates charged to utility users on Treasure Island and Yerba Buena Island TIDA to recover the costs of projected cost of providing utility services; and be it

FURTHER RESOLVED, That the adjusted rates be: (a) Water: $8.72 per 1,000 gallons (kgal); (b) Sewer Service (unchanged): $13.70 per kgal; (c) Electricity (unchanged): $0.14275 per kilowatt-hour (kW-hr); and (d) Natural Gas (unchanged): $0.55 per Therm.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 13, 2014.

_____

Jean-Paul Samaha, Secretary

AGENDA ITEM 7
Treasure Island Development Authority
Board of Directors
City and County of San Francisco
Meeting of February 10, 2015

Subject: Resolution Approving the Major Phase Application for the First Phase of the Treasure Island / Yerba Buena Island Development Program. (Action Item)

Contact: Robert Beck, Treasure Island Director

SUMMARY OF PROPOSED ACTION

The proposed resolution would approve the Major Phase Application as the basis for preparing Subphase Applications within the boundaries of the First Major Phase development area of Treasure Island and Yerba Buena Island.

BACKGROUND

On April 21, 2011, in a joint session with the San Francisco Planning Commission, the Treasure Island Development Authority ("TIDA") Board of Directors adopted a series of resolutions to approve numerous entitlement and transaction documents relating to the Treasure Island/Yerba Buena Island Development Project (collectively, the "Transaction and Entitlement Documents"), including a Development Agreement ("DA") and a Disposition and Development Agreement ("DDA") with Treasure Island Community Development ("TICD"), adopting environmental findings pursuant to the California Environmental Quality Act ("CEQA"). On June 7, 2011, the Board of Supervisors approved these same Transaction and Entitlement Documents.

Included an Exhibit CC to the DDA was a Design Review and Design Approval Procedure ("DRDAP") which outlined the subsequent planning documents and design applications to be submitted by TICD for approval prior to the start of development, including a Major Phase Application for each Major Phase area.

The Major Phase Application is intended to build off of the standards and guidelines established in the 2011 Design for Development, Infrastructure Plan, Transportation Plan and Open Space Plan and the 2015 Streetscape Master Plan and Master Utility Plans. The Major Phase Application advances the design of these open space and public infrastructure to a level suitable for the TICD to begin the preparation of construction documents. During the course of preparing the construction documents for each subphase TICD will present progress documents ("Subphase Application") to TIDA for review and approval and biddable construction documents to TIDA and other City agencies for approval and permitting ("Final Improvement Plans").

DISCUSSION

Beginning in October 2014, TICD began making informational presentations to the TIDA Board and CAB on the preparation of the Major Phase Application. Building off of the review of the Streetscape Master Plan, TIDA, working with staff from the Department of Public Works

("DPW"), convened an Interagency Working Group including representatives from DPW, the Planning Department, Municipal Transportation Agency, the San Francisco Public Utilities Commission, Mayor's Office on Disability, and the Fire Department to review critical design considerations for inclusion in the Major Phase Application.

On February 27, 2015, TICD submitted to TIDA a Major Phase Application which was distributed to the participants in the Interagency Working Group which provided comments on the Application. TICD and TIDA have been meeting individually and collectively over the past 10 weeks with the Working Group member agencies to resolve comments on the Major Phase Application, Master Utility Plans and Draft Subdivsion Regulations.

The Infrastructure and Transportation Committee of TIDA Board recommended approval of the Major Phase Application at their meetings of April 29, 2015, the CAB similarly endorsed approval of the Major Phase Application at its May 5, 2015 meeting.

Next Steps

The Major Phase Application approval will be followed by the preparation and submittal of a Signage Master Plan and an initial Sub-Phase Application. The Sub-Phase Application must be approved prior to the transfer of development parcels to TICD. TICD plans to submit the Sub-Phase Application in June for consideration and approval to allow a September transfer of land. TICD and TIDA will work concurrently with appropriate City Agencies to finalize the Subdivison Regulations and Master Utility Plans.

TICD has begun work to prepare the first Subphase Application encompassing approximately half of the area of the First Major Phase. The Subphase Application will include construction documents for open spaces, public infrastructure and the other public facilities developed to approximately 50% completion. The Subphase Application will be submitted by TICD for review by TIDA and appropriate City agencies and approval by the Treasure Island Director.

Prior to the start of construction of permanent improvements TICD will submit Final Improvement Plans for the First Subphase for approval and permitting to TIDA and other City agencies having jurisdiction over the proposed improvements.

RECOMMENDATION

Staff recommends that the TIDA Board approve the First Major Phase Application as the basis for further design development in the Subphase Applications within the boundaries of the First Major Phase area.

EXHIBITS

A. Proposed Resolution

Prepared by Robert Beck

[Major Phase Approval]

Resolution Approving the Major Phase Application for the First Phase of the Treasure Island / Yerba Buena Island Development Program.

WHEREAS, Former Naval Station Treasure Island (the "Base" or "Treasure Island") is a former military base located in the City and County of San Francisco (the "City") consisting of approximately 550 acres on Treasure Island and Yerba Buena Island, and is currently owned by the United States of America, acting by and through the Department of the Navy (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments, and the Base ceased operations in 1997; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (AB 699), which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the State Legislature (i) granted to the Board of Supervisors the authority to designate the Treasure Island Development Authority ("TIDA") as a redevelopment agency under California Community Redevelopment Law with authority over the Base; and (ii) with respect to those portions of the Base that are subject to the public trust for commerce, navigation and fisheries (the "Public Trust"), vested in TIDA the authority to administer the Public Trust as to such property; and,

WHEREAS, TIDA, the City, Treasure Island Community Development, LLC ("TICD"), and the Treasure Island/Yerba Buena Island Citizens Advisory Board ("CAB") have worked for more than a decade to plan for the reuse and development of Treasure Island; and

WHEREAS, On April 21, 2011, the TIDA Board of Directors unanimously made certain environmental findings under the California Environmental Quality Act ("CEQA") and approved

a package of legislation in furtherance of the development project (the "Project"), including a disposition and development agreement (the "DDA") with TICD; and,

WHEREAS, On June 7, 2011, the Board of Supervisors unanimously confirmed certification of the final environmental impact report and made certain environmental findings under CEQA (collectively, the "FEIR") by Resolution No. 246-11 and approved a package of legislation in furtherance of the Project; and,

WHERAS, The DDA included as an exhibit a Design Review and Design Approval Procedure ("DRDAP") outlining the subsequent planning documents and design approvals to be submitted by TICD, including a Major Phase Application for each of four Major Phases; and,

WHEREAS, The DDA and DRDAP require approval of the Major Phase Application by the TIDA Board; and,

WHEREAS, TICD submitted the Draft Major Phase Application to TIDA for review on February 27, 2015 and the Application has been reviewed by TIDA Staff and representatives from the Planning Department, Municipal Transportation Agency, Department of Public Works, the San Francisco Public Utilities Commission, Mayor's Office on Disability, and the Fire Department which provided comments on the draft; and

WHEREAS, TICD has submitted a Revised Major Phase Application and will continue to consult with City agency staff as they finalize the Master Utility Plans and Subdivision Regulations and prepare the first Subphase Application; and

WHEREAS, The Infrastructure and Transportation Committee of TIDA Board and the CAB at their meetings of April 29, 2015 and May 5, 2015, respectively, recommended approval of the Major Phase Application by the TIDA Board; now, therefore, be it

RESOLVED, That the TIDA Board does hereby approve the Treasure Island/Yerba Major Phase Application for the First Major Phase on file with the Commission Secretary; and, be it

FURTHER RESOLVED, That the Board of Directors authorizes the Treasure Island Project Director ("Director") to authorize any amendments or modifications to the Major Phase Application that the Director determines, in consultation with other City agencies and the City Attorney, are in the best interest of TIDA and the City, do not materially decrease the benefits to or materially increase the obligations or liabilities of TIDA and the City, and are in compliance with all applicable laws.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 13, 2015.

_____

Jean-Paul Samaha, Secretary

TREASURE ISLAND AND YERBA BUENA ISLAND

Treasure Island Development Authority Board

MAJOR PHASE 1 APPLICATION APPROVAL

May 13, 2015

Treasure Island Transportation Implementation Plan

TREASURE ISLAND INFRASTRUCTURE PLAN

June 28, 2011

Treasure Island and Yerba Buena Island

Treasure Island and Yerba Buena Island

Treasure Island and Yerba Buena Island

POWER SYSTEMS DESIGN

Treasure Island and Yerba Buena Island Redevelopment

Recycled Water System Master Plan

February 24, 2015

BKF

- ✓ 1.6.15: TI/YBI CAB Parks Review – Cityside Park, Eastside Commons, Hilltop Park, Cultural Park
- ✓ **1.14.15: TIDA Board Parks Review – Cityside Park, Eastside Commons, Hilltop Park, Cultural Park**
- ✓ 1.27.15: TIDA ITC Review 1 – Ferry Plaza + Shelter, Bldg 1 Plaza, Marina Plaza, Retail Street, Bldg 2+3 Plazas, Clipper Cove
- ✓ 1.30.15: TIDA Major Phase 1 Draft Pre-Submission Review
- ✓ 2.3.15: TI/YBI CAB Parks Review – Ferry Plaza + Shelter, Bldg 1 Plaza, Marina Plaza, Retail Street, Bldg 2+3 Plazas, Clipper Cove
- ✓ **2.10.15: TIDA Board Review - Ferry Plaza + Shelter, Bldg 1 Plaza, Marina Plaza, Retail Street, Bldg 2+3 Plazas, Clipper Cove**
- ✓ 2.24.15: TIDA ITC Review 2 – Street Design Update, Overview of MP1 Application, Geotechnical Improvements in MP1, and Sea Level Rise & Shoreline Improvements in MP1
- ✓ **2.27.15: Major Phase 1 Application Submission to TIDA, Planning, MOD, SFDPW, SFPUC, SFMTA, SFFD, SFCTA**
- ✓ 3.3.15: TI/YBI CAB Review - Overview of MP1 Application, Geotechnical Improvements in MP1, and Sea Level Rise & Shoreline Improvements in MP1
- ✓ **3.11.15: TIDA Board Review - Overview of MP1 Application**
- ✓ 3.24.15: TIDA ITC Review 3 – MP1 Application Update – Intermodal Transit Hub / Waterfront Plaza Design Revisions
- ✓ 4.7.15: TI/YBI CAB Review - MP1 Application Update – Intermodal Transit Hub / Waterfront Plaza Design Revisions
- ✓ **4.8.15: TIDA Board Review – Ongoing Engineering & Design Activities, Upcoming Construction Activities**
- ✓ 4.29.15: TIDA ITC Review 4 – Marina & Landside Facilities, MP1 Application Updates-MP1 Application Endorsement
- ✓ 5.5.15: TI/YBI CAB Review – Shared Public Way, Ferry Shelter, Marina & Landside Facilities, MP1 Application Updates-MP1 Application Endorsement
- ❖ **5.13.15: TIDA Board Review - MP1 Application Approval**

AGENDA

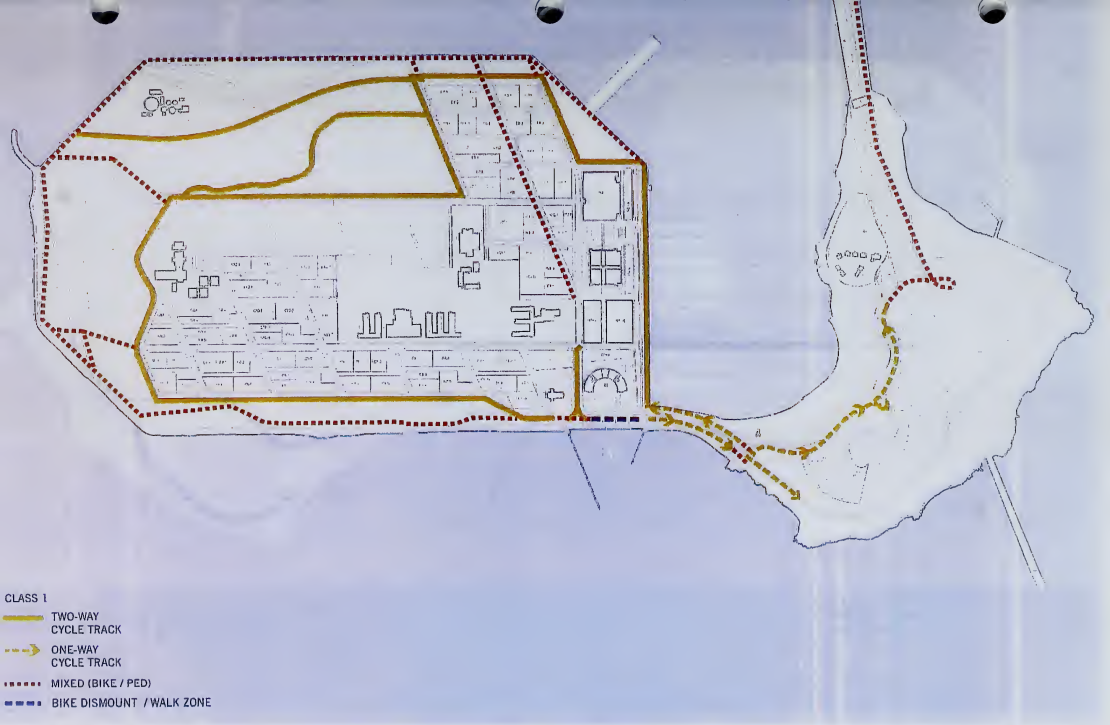
- **BIKE NETWORK**
- **BIKE / FERRY FACILITIES**
- **MAJOR PHASE 1 APPLICATION UPDATES**
  1. Waterfront Plaza
  2. Bus/Shuttle Shelters
  3. Ferry Shelter Wind Studies
  4. Parking
- **MAJOR PHASE 1 APPLICATION APPROVAL**

TIDA BOARD PRESENTATION 5.13.2015

TREASURE ISLAND AND YERBA BUENA ISLAND

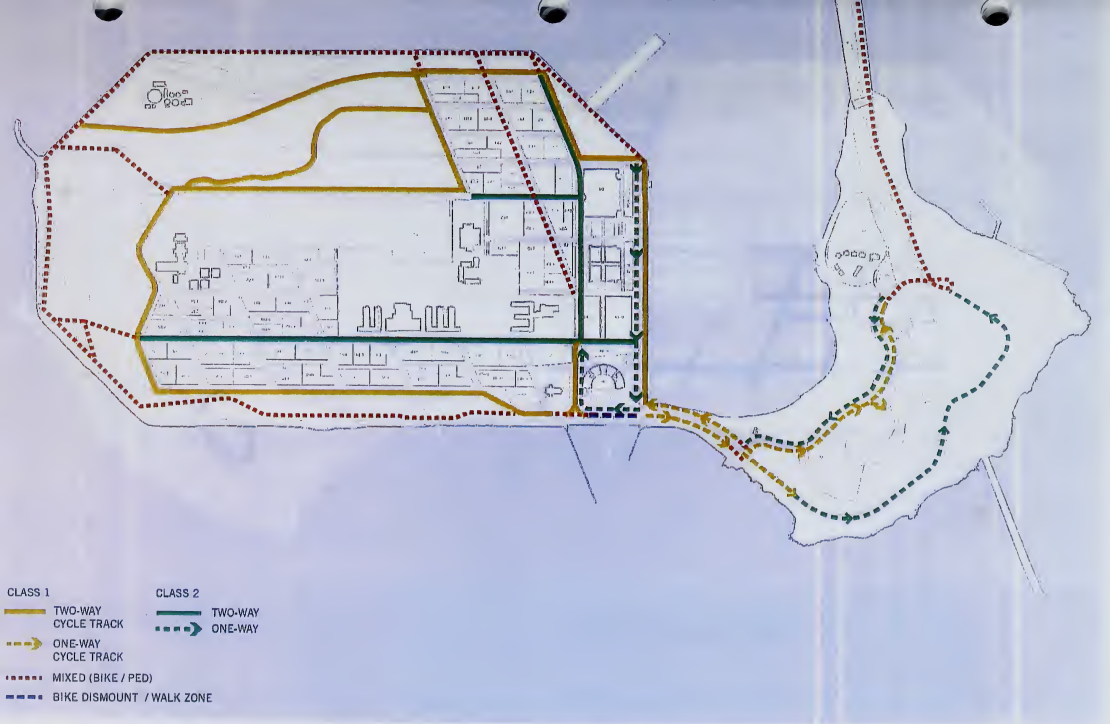
BICYCLE NETWORK

BICYCLE NETWORK



BICYCLE NETWORK – CLASS 1

BICYCLE NETWORK – CLASS 2



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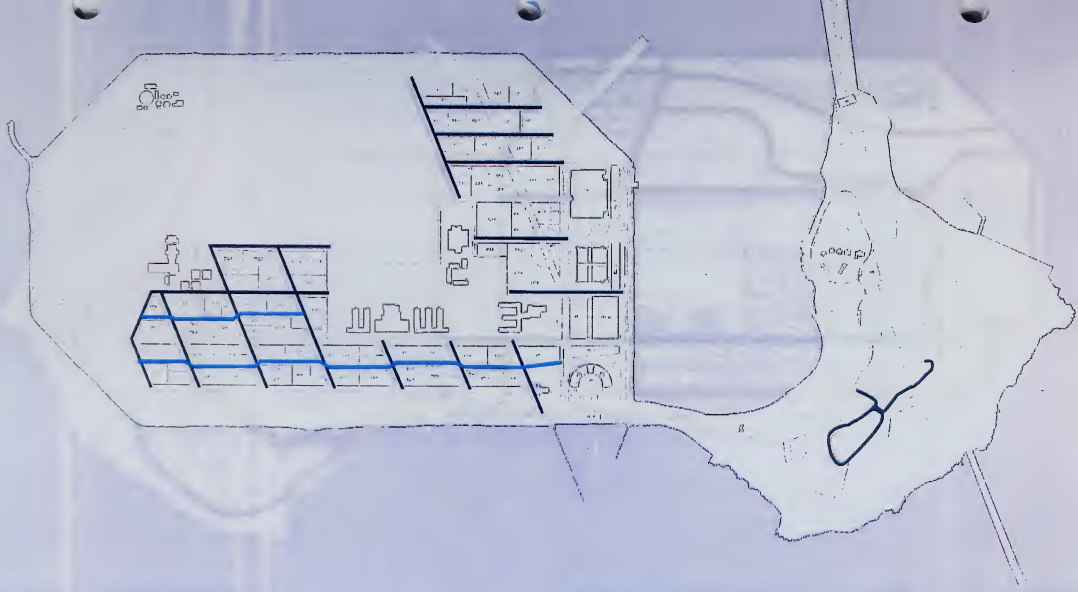


BICYCLE NETWORK – CLASS 3

BICYCLE NETWORK

BICYCLE NETWORK

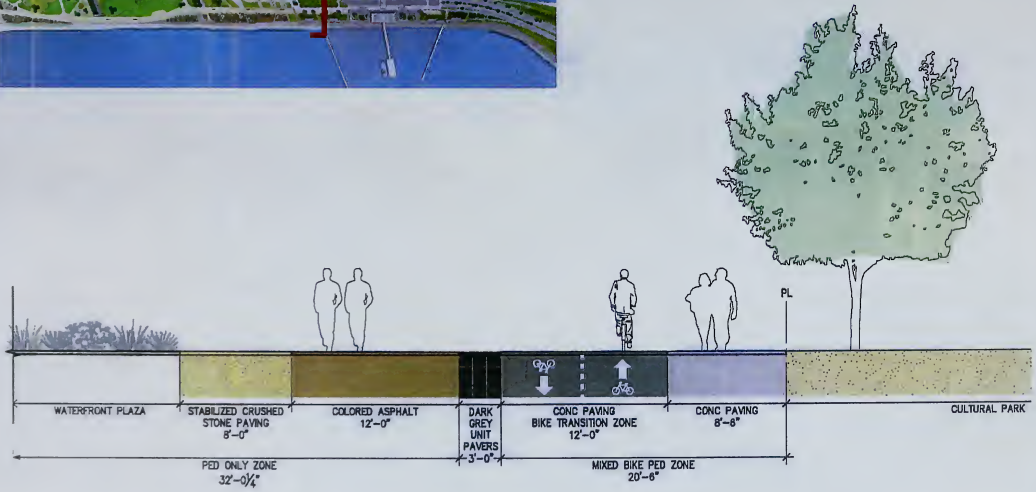
VISITOR BICYCLE EXPERIENCE

VISITOR DESTINATIONS

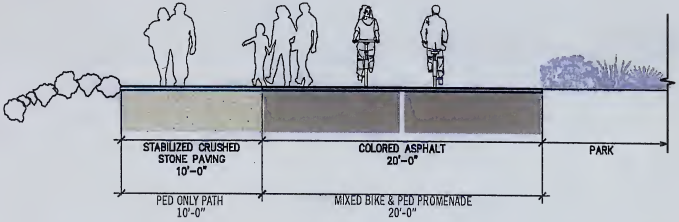
VISITOR DESTINATIONS

VISITOR DESTINATIONS - WATERFRONT LOOP

VISITOR DESTINATIONS – FERRY TERMINAL

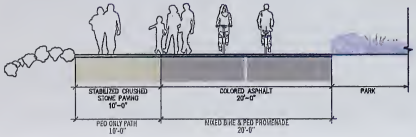


VISITOR DESTINATIONS – CITYSIDE WATERFRONT PARK



VISITOR DESTINATIONS – CITYSIDE WATERFRONT PARK

VISITOR DESTINATIONS – CITYSIDE WATERFRONT PARK



VISITOR DESTINATIONS – CITYSIDE WATERFRONT PARK

VISITOR DESTINATIONS – CITYSIDE WATERFRONT PARK

VISITOR DESTINATIONS – CLIPPER COVE PROMENADE

VISITOR DESTINATIONS – CLIPPER COVE PROMENADE

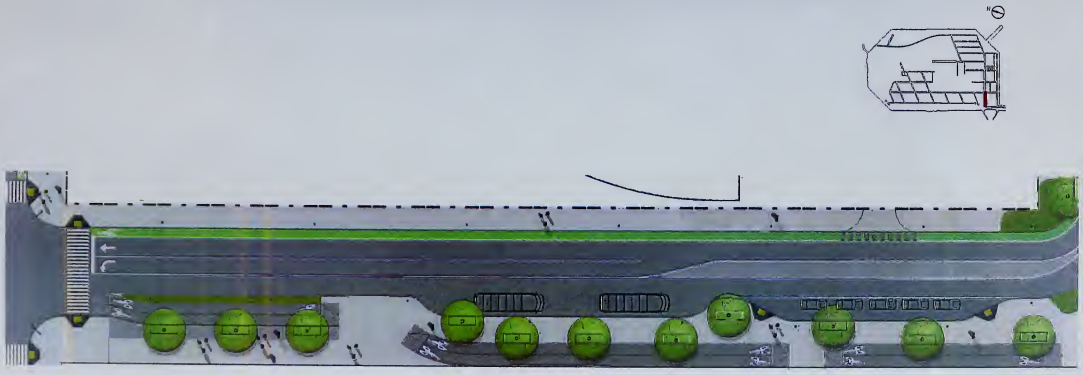
VISITOR DESTINATIONS – CLIPPER COVE PROMENADE

VISITOR DESTINATIONS – URBAN FARM + SPORTS FIELDS

CALIFORNIA AVENUE – BLOCK B1

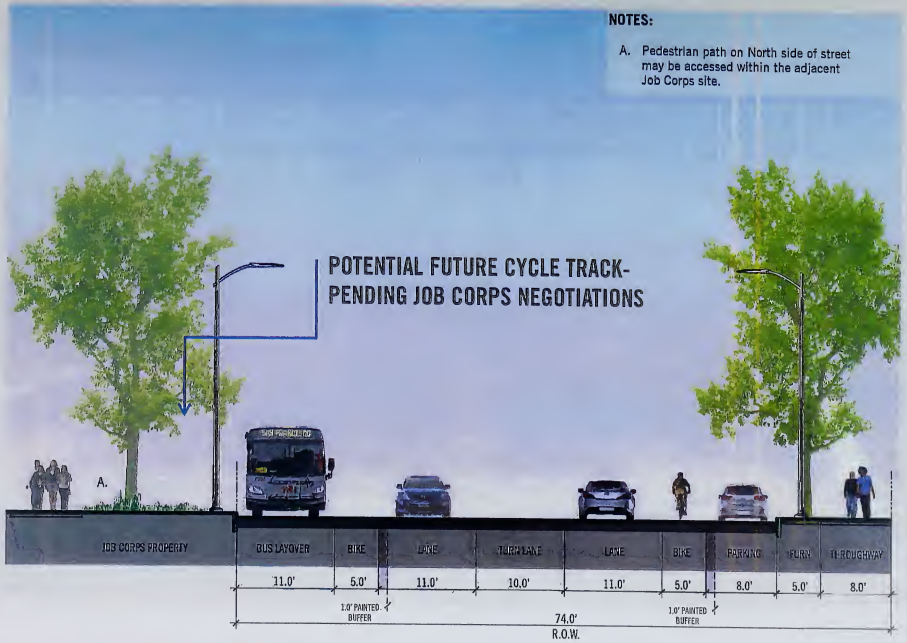
VISITOR DESTINATIONS – URBAN FARM + SPORTS FIELDS

CALIFORNIA AVENUE – BLOCK B1



VISITOR DESTINATIONS – URBAN FARM + SPORTS FIELDS

CALIFORNIA AVENUE – BLOCK M1



VISITOR DESTINATIONS – URBAN FARM + SPORTS FIELDS

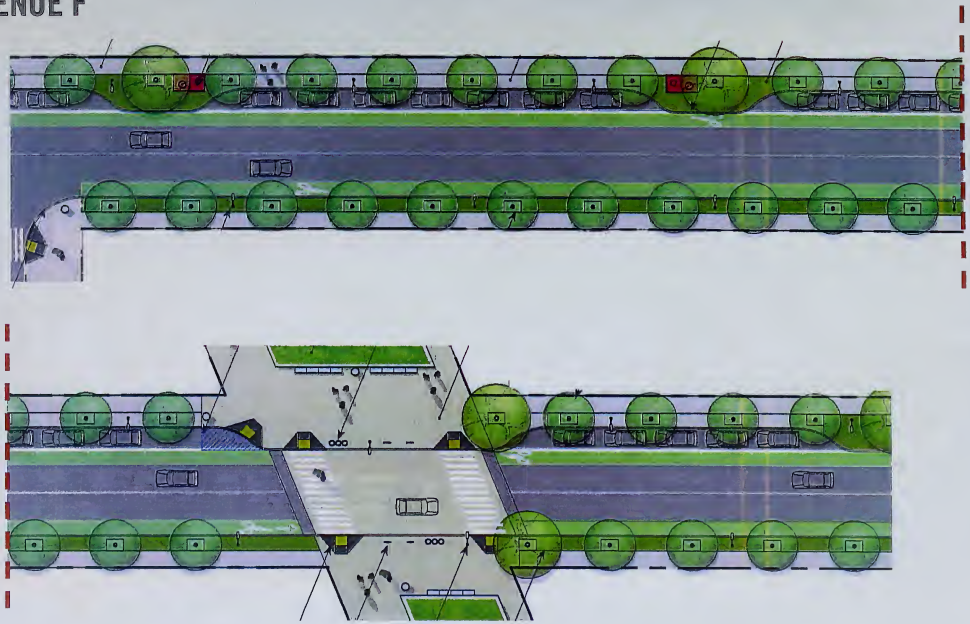
VISITOR DESTINATIONS – EASTSIDE COMMONS

VISITOR DESTINATIONS – EASTSIDE COMMONS

AVENUE F

VISITOR DESTINATIONS – URBAN FARM + SPORTS FIELDS

AVENUE F



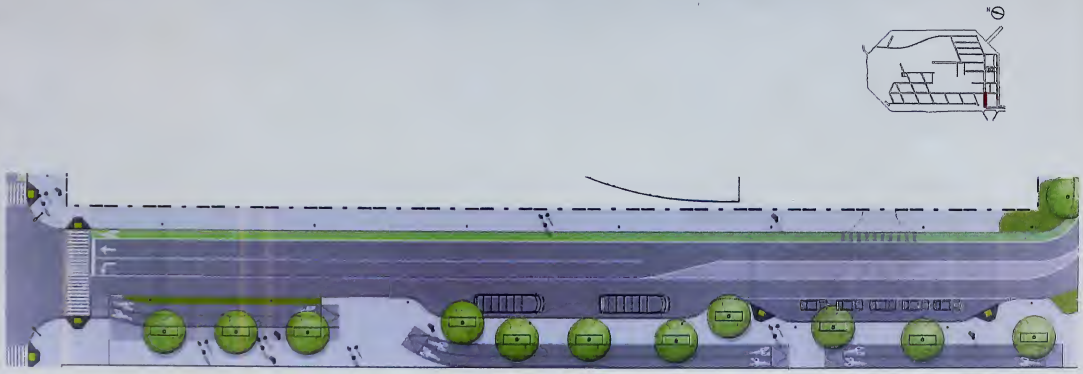
VISITOR DESTINATIONS – URBAN FARM + SPORTS FIELDS

VISITOR DESTINATIONS – SCHOOL

CALIFORNIA AVENUE – BLOCK B1

VISITOR DESTINATIONS – SCHOOL

CALIFORNIA AVENUE – BLOCK B1



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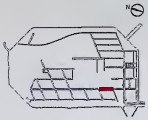
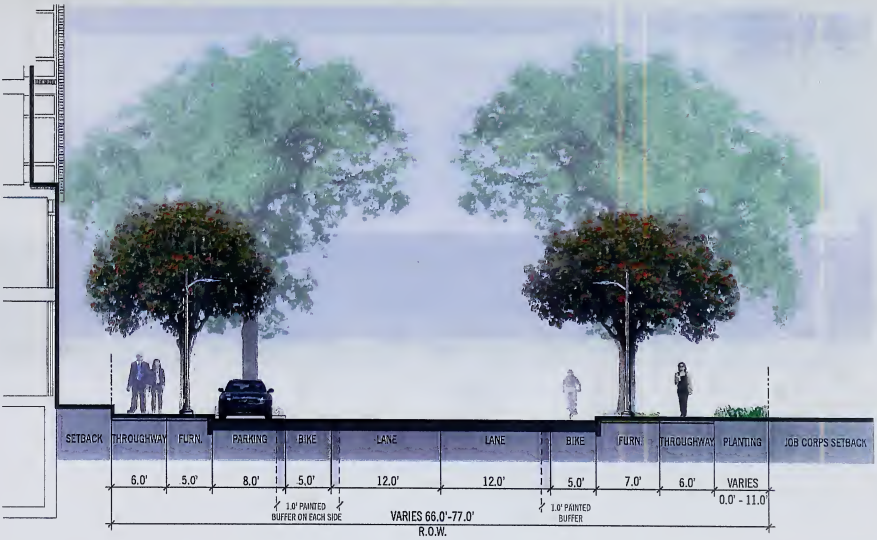
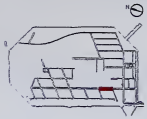
AVENUE C - SOUTH

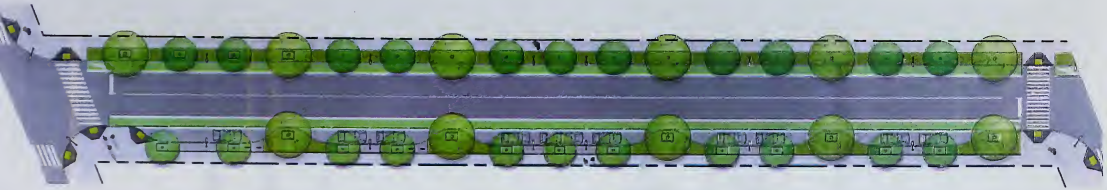




VISITOR DESTINATIONS – SCHOOL

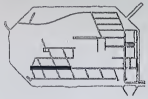
AVENUE C - SOUTH



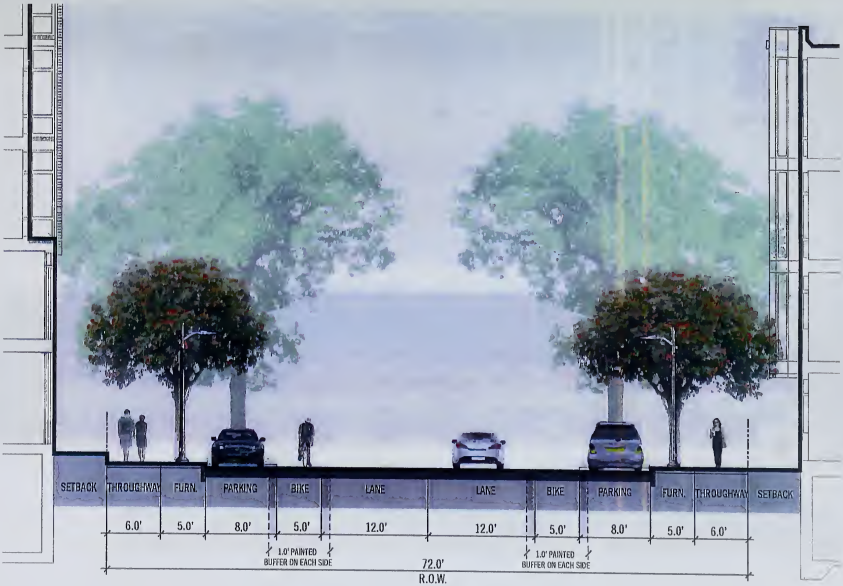


VISITOR DESTINATIONS – SCHOOL

AVENUE C NORTH

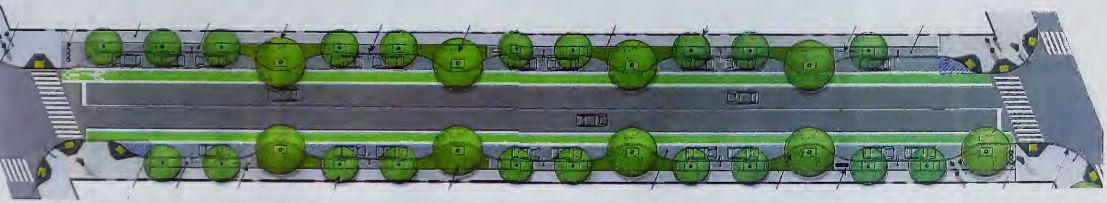


KEY PLAN



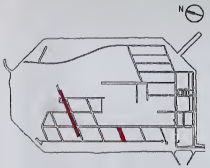
VISITOR DESTINATIONS – SCHOOL

AVENUE C NORTH



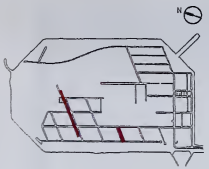
VISITOR DESTINATIONS – SCHOOL

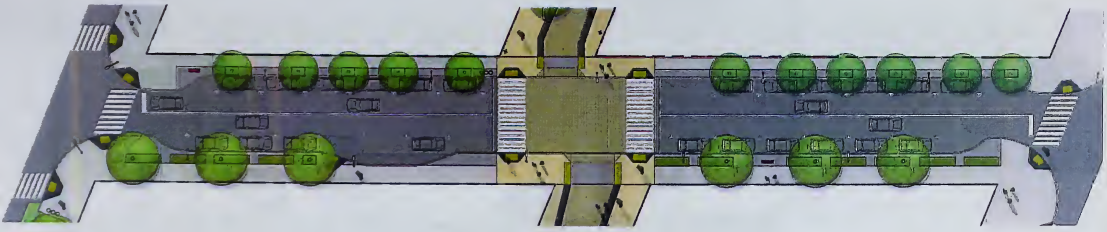
WINDROW STREETS



VISITOR DESTINATIONS – SCHOOL

WINDROW STREETS

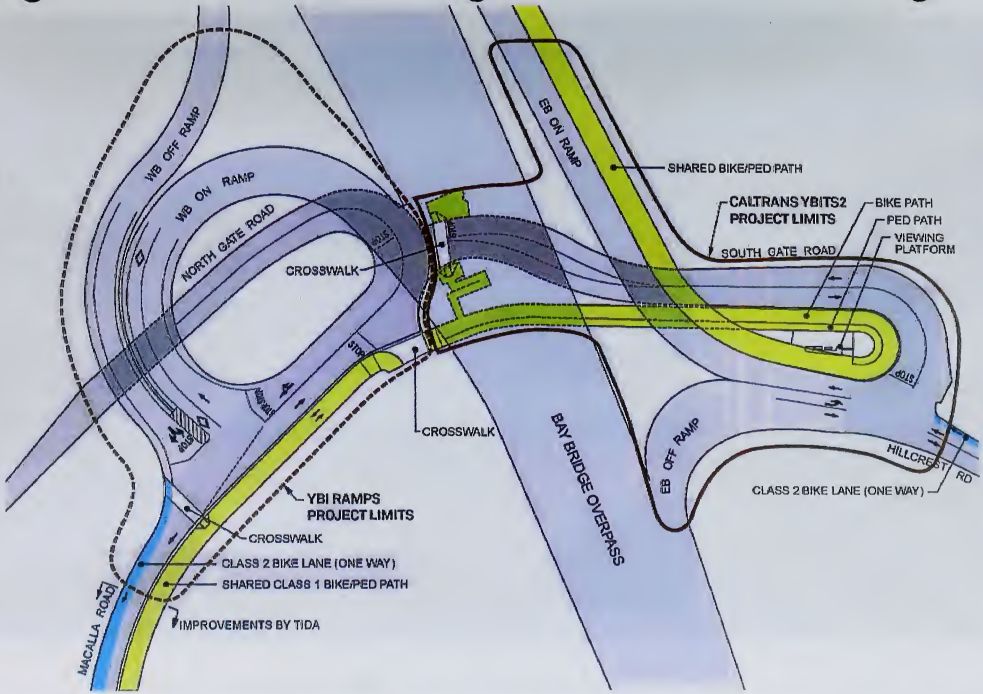




VISITOR DESTINATIONS – SCHOOL

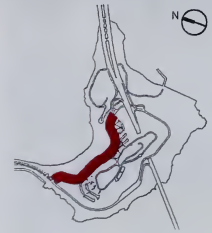
VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN



VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

MACALLA ROAD



VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

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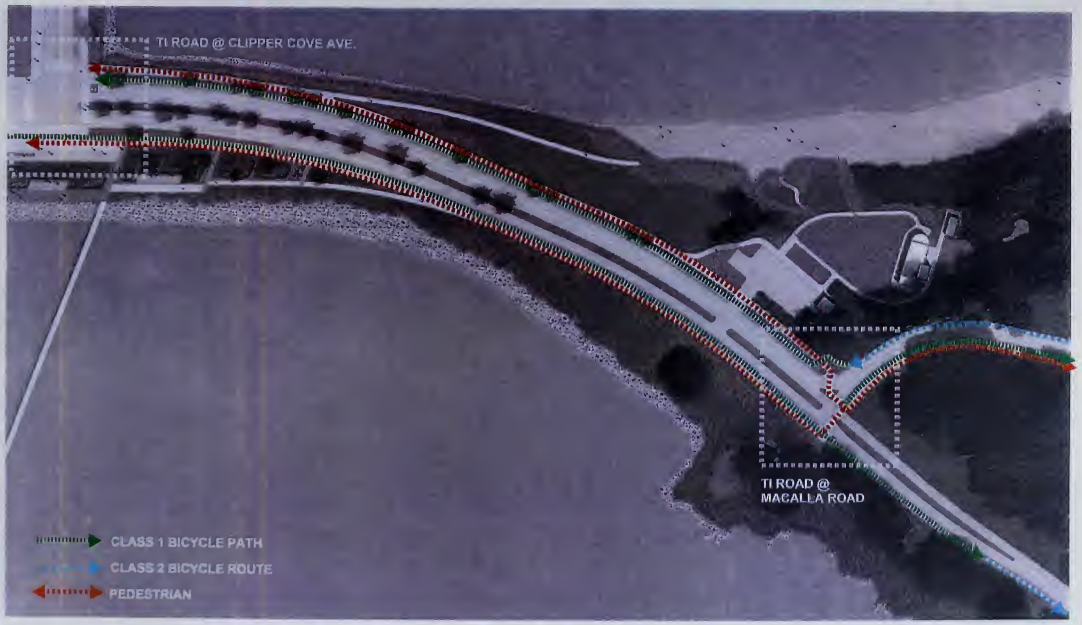
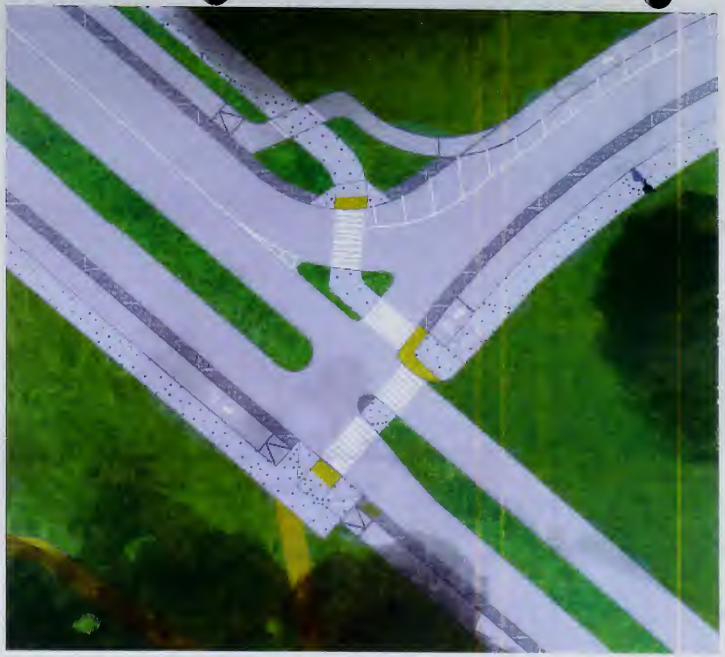


VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

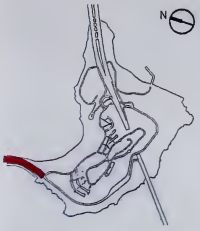
MACALLA ROAD



TREASURE ISLAND ROAD @ MACALLA ROAD

VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

TREASURE ISLAND CAUSEWAY



VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

TREASURE ISLAND CAUSEWAY

VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

TREASURE ISLAND CAUSEWAY

TREASURE ISLAND ROAD @ CLIPPER COVE AVE.

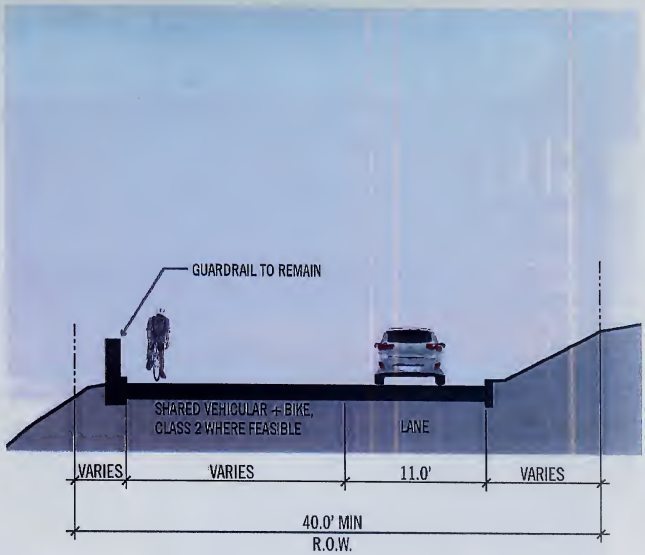
VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

TREASURE ISLAND ROAD

VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

HILLCREST ROAD



VISITOR DESTINATIONS – BAY BRIDGE EAST SPAN

VISITOR DESTINATIONS – YBI HILLTOP PARK

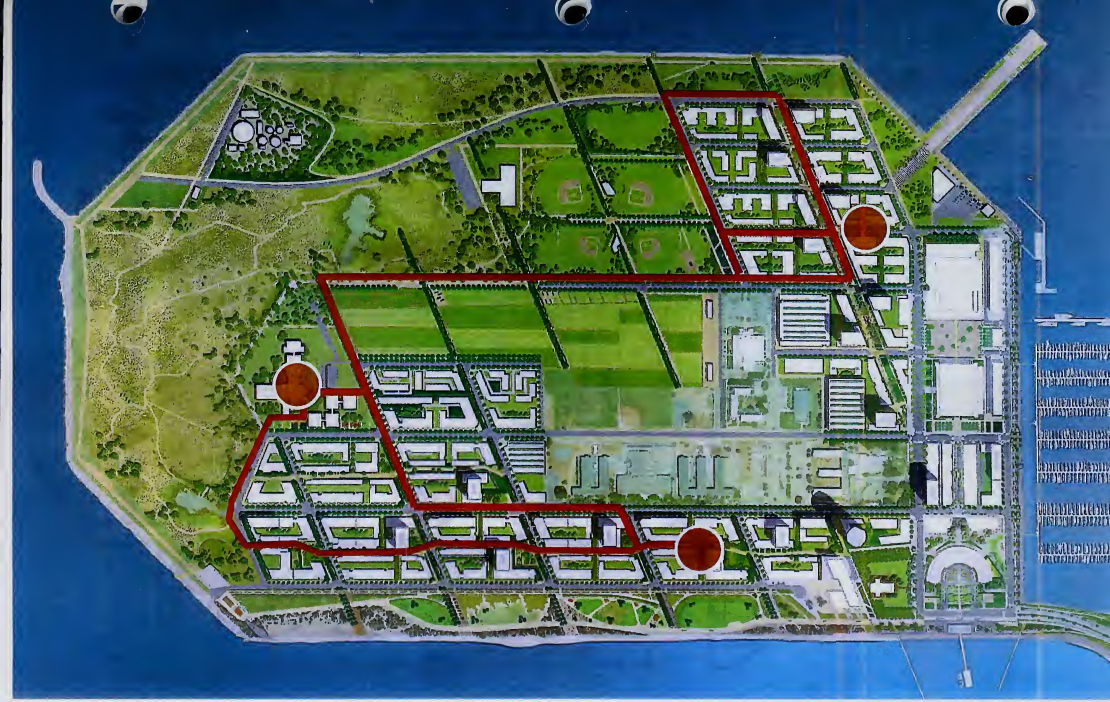
YERBA BUENA ROAD

VISITOR DESTINATIONS – YBI HILLTOP PARK

VISITOR DESTINATIONS – YBI HILLTOP PARK

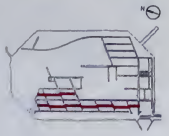
VISITOR DESTINATIONS – YBI HILLTOP PARK

RESIDENT BICYCLE EXPERIENCE



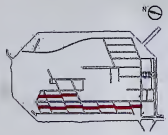
RESIDENT EXPERIENCE – TO SCHOOL

SHARED PUBLIC WAY



RESIDENT EXPERIENCE – TO SCHOOL

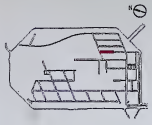
SHARED PUBLIC WAY



RESIDENT EXPERIENCE – TO SCHOOL

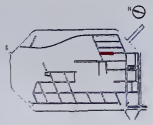
RESIDENT EXPERIENCE – TO SCHOOL

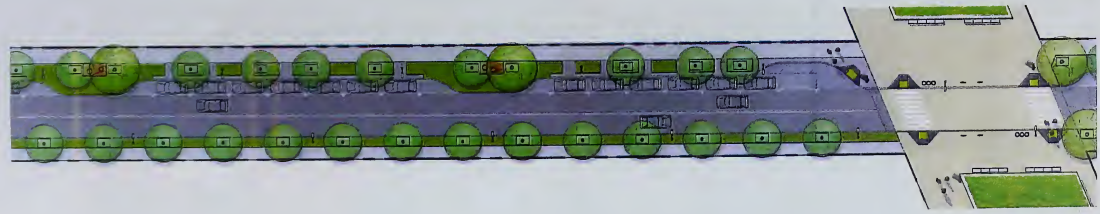
EASTSIDE NEIGHBORHOOD GARDEN STREETS



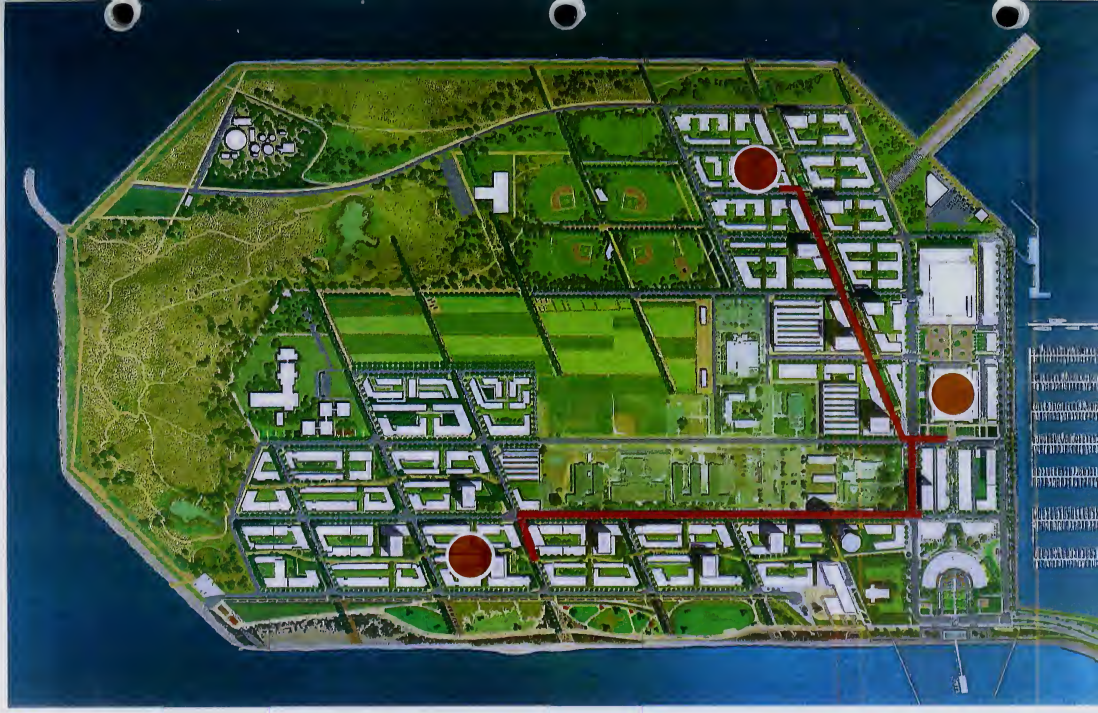
RESIDENT EXPERIENCE – TO SCHOOL

EASTSIDE NEIGHBORHOOD GARDEN STREETS





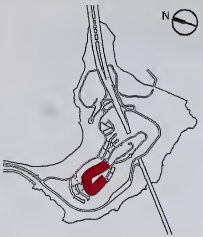
RESIDENT EXPERIENCE – TO SCHOOL



RESIDENT EXPERIENCE – TO STORE

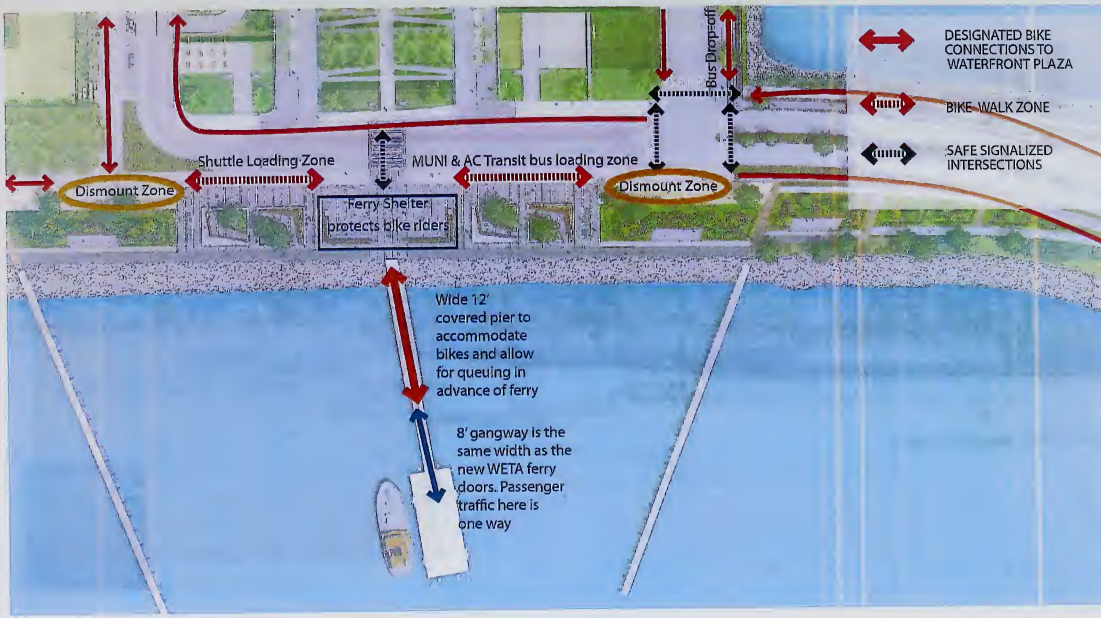
RESIDENT EXPERIENCE – YBI

YERBA BUENA ROAD



VISITOR DESTINATIONS – YBI HILLTOP PARK

THANK YOU!



WATERFRONT PLAZA – BIKE FRIENDLY DESIGN

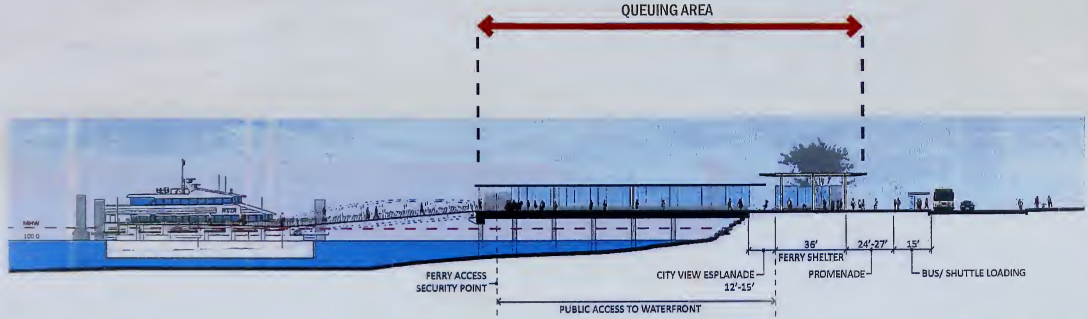


FIGURE 4.25 FERRY TERMINAL DETAILED SECTION

PIER AND SHELTER LOADING ZONE

Treasure Island Proposed Pier, Gangway and Float

Existing Sausalito Pier and Gangway

	SAUSALITO (EXISTING FACILITY)		TREASURE ISLAND (PROPOSED)	
	Length	Width	Length	Width
Pier	97 feet	8.5 feet	120 feet	12 feet
Gangway	75 feet	5.5 feet	90 feet	8 feet
Travel Length from Gate to Float	172 feet		90 feet	

Treasure Island proposed design to provide better access:

- 50% wider path
- Half as long
- Similar to downtown SF Ferry access

Loading on 12 ft wide access pier (downtown SF)
Similar to Treasure Island

Entrance at gangway head at Jack London Sq. Oakland
11 ft wide pier

6 ft wide gangway at Jack London Sq. Oakland

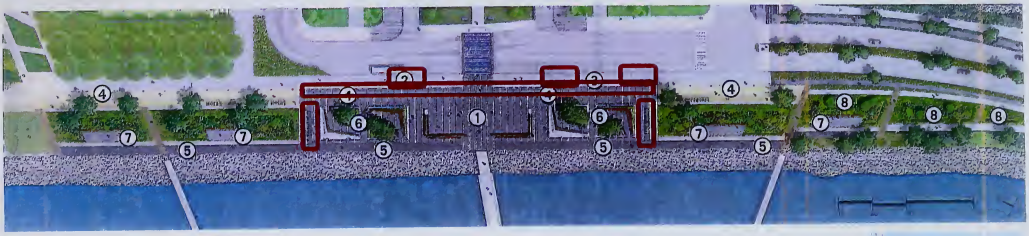
Entrance door to WETA vessel, 6 ft wide door

PIER AND GANGWAY PRECEDENT IMAGES

WATERFRONT PLAZA – BIKE PARKING/STORAGE


TREASURE ISLAND &
YERBA BUENA ISLAND
MAJOR PHASE 1 APPLICATION
FEBRUARY 27, 2015

February 27, 2015 Waterfront Plaza Plan



Current Waterfront Plaza Plan

1. FERRY SHELTER
2. SHUTTLE LOADING
3. BUS LOADING
4. PROMENADE
5. CITY VIEW ESPLANADE
6. SEATING CUBES
7. WATERFRONT LOUNGE
8. RAIN GARDEN
9. HISTORIC BUILDING 1

FIGURE 3.7 PALM DRIVE SECTION

February 27, 2015 Palm Drive Section

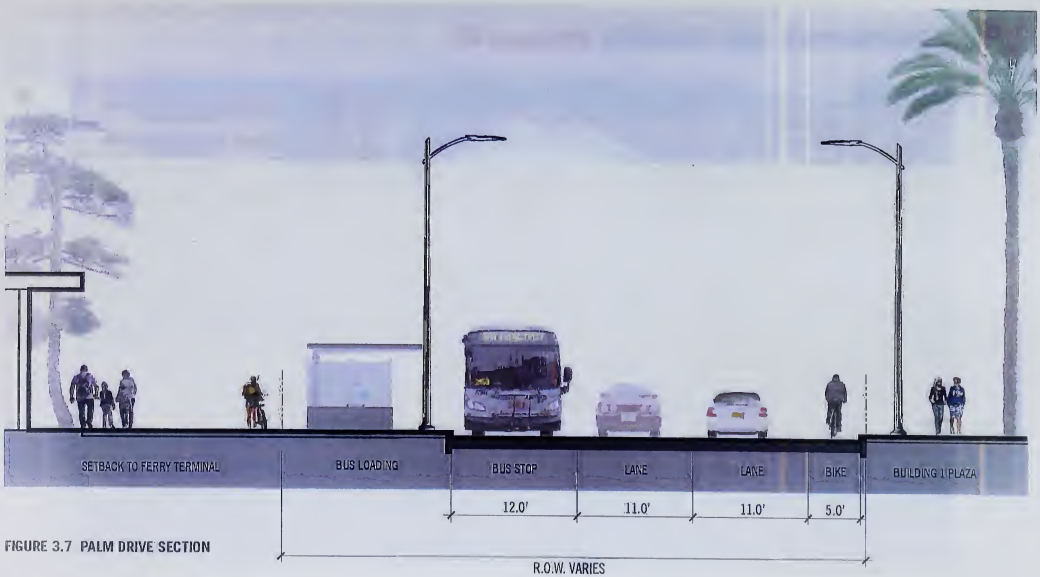


FIGURE 3.7 PALM DRIVE SECTION

Current Palm Drive Section

WATERFRONT PLAZA - BIKE CIRCULATION **(February 27)**

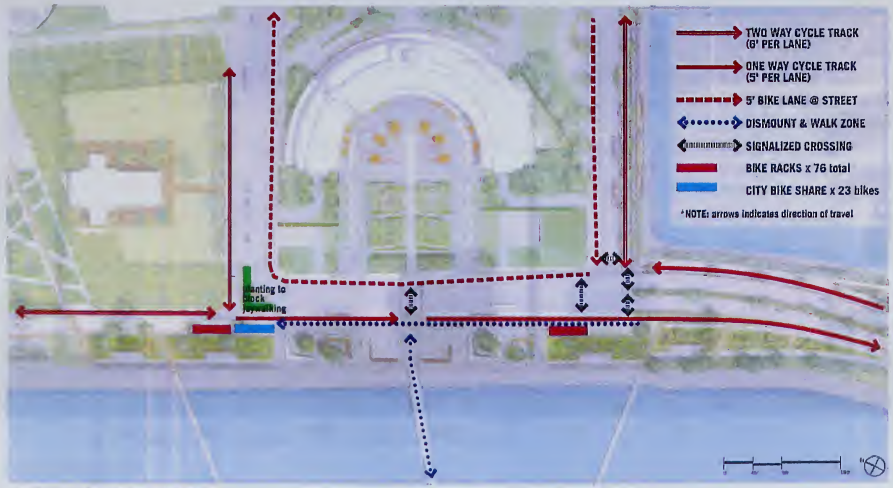


FIGURE 4.12 WATERFRONT PLAZA BICYCLE CIRCULATION

WATERFRONT PLAZA - BIKE CIRCULATION **(Current)**

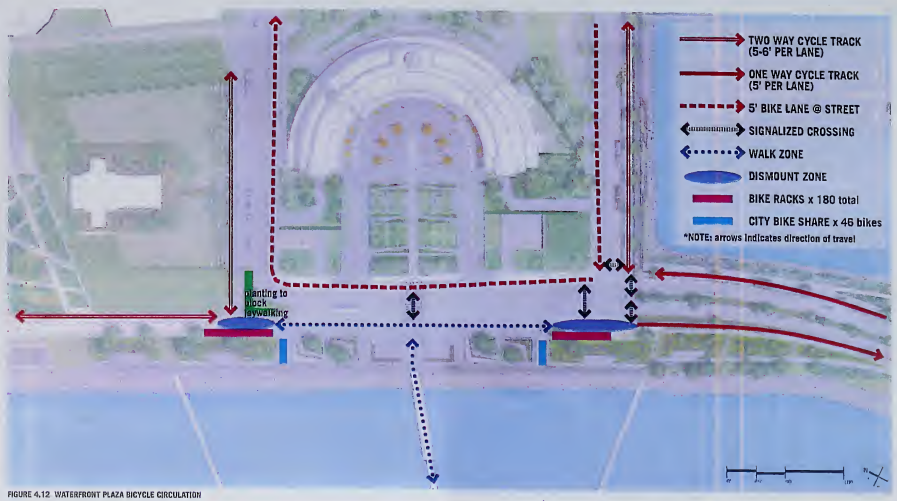
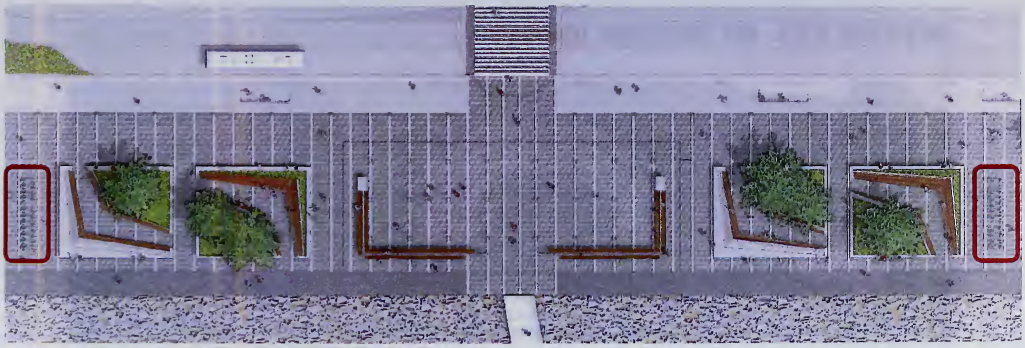
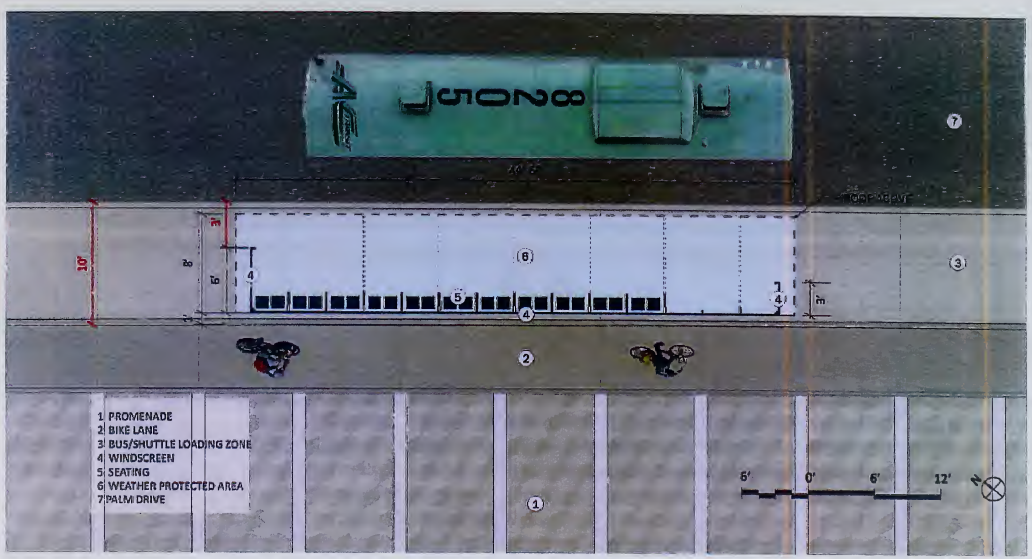
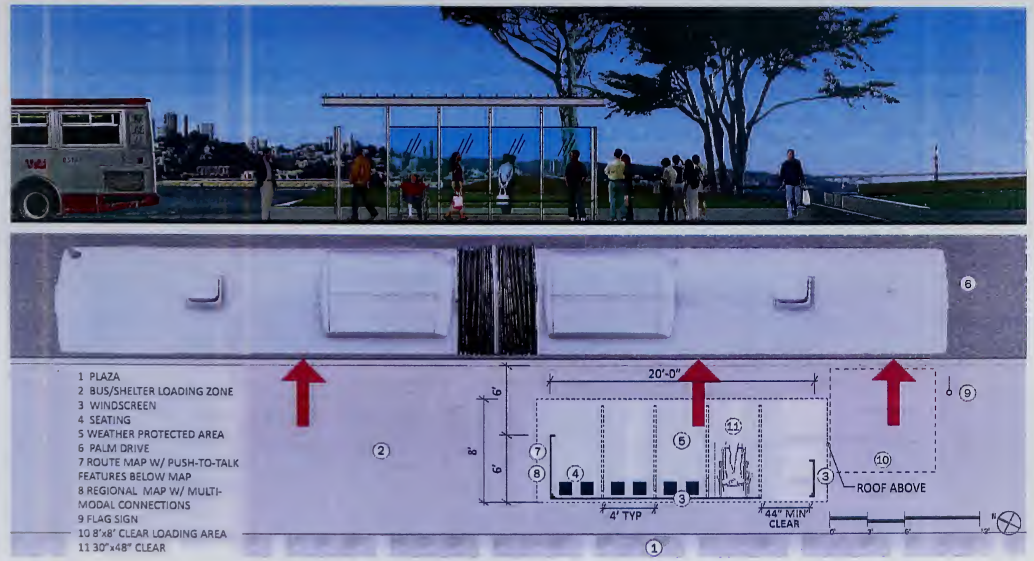


FIGURE 4.12 WATERFRONT PLAZA BICYCLE CIRCULATION



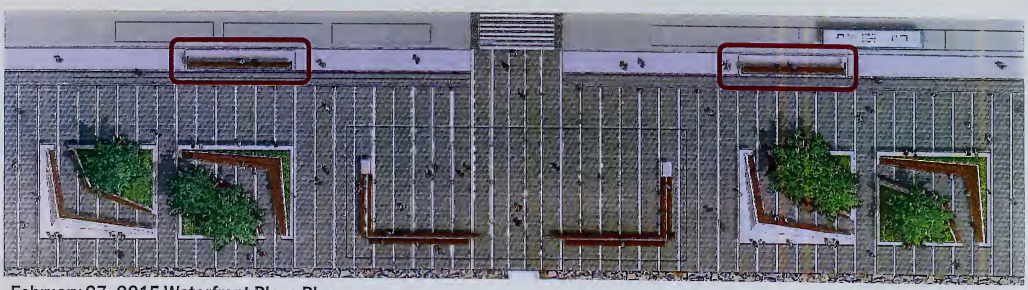


Previous Bus Shelter Plan
(Not included in February 27, 2015 Major Phase Application)

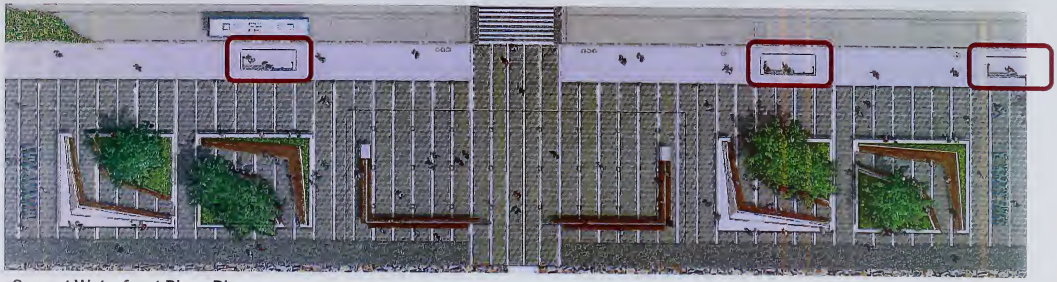


Current Bus Shelter Plan

(Included in revised Major Phase Application)



February 27, 2015 Waterfront Plaza Plan



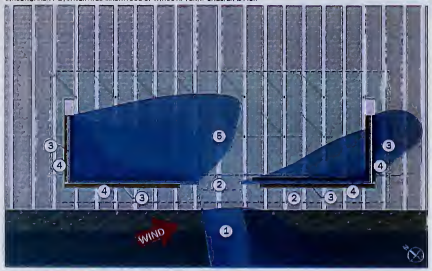
Current Waterfront Plaza Plan


TREASURE ISLA

8.7 APPENDIX G: FERRY SHELTER & PIER WIND MITIGATION

DIRECTIONALITY & ANTICIPATED MAGNITUDE OF WINDS AT FERRY SHELTER & PIER

> 32 mph
24 - 32 mph
16 - 24 mph
8 -16 mph
0 -8 mph



FERRY SHELTER WIND MITIGATION MAP FOR WEST-NORTHWEST WINDS

BEST PROTECTION
reduction factor: 3

GOOD PROTECTION
reduction factor: 2

SOME PROTECTION
reduction factor: 1.2

*areas of 'BEST' to 'GOOD' will most likely not exceed 26mph

1 PIER STRUCTURE
2 GAP IN WIND PROTECTION
3 WIND SCREENS
4 PERIMETER SEATING
5 FERRY SHELTER

FERRY SHELTER & PIER WIND MITIGATION

A qualitative wind safety and comfort assessment was conducted by CPP, Inc. for the proposed Ferry Shelter and Pier to estimate whether sufficient mitigation will be provided to ensure the safety and comfort of users.

The project site is located in an area where the available and applicable meterological data is sparse. Alameda NAS has very similar exposure as the project site and therefore was used for the analysis within CPP's report.

The San Francisco Planning Code was utilized for guidance purposes. It states that a development shall not cause ground-level wind currents to exceed the comfort level of 11 MPH (equivalent wind speed) in areas of substantial pedestrian use for more than 10 percent of the time year round between 7AM and 6PM. Equivalent wind speeds are defined as an hourly mean wind speed adjusted to incorporate the effects of gustiness or turbulence on pedestrians. Hazardous wind conditions are defined as 26 MPH (equivalent wind speed) and should not be exceeded one hour per year. Section 148 of the San Francisco Planning Document also states that when preexisting ambient wind speeds exceed the comfort level, the building shall be designed to reduce the ambient wind speeds to meet the requirements.

In comparing all seasons, the highest winds blow from the WNW, W, and WSW and therefore any wind mitigation measures should focus on these directions. Wind impacts were analyzed in two dominant timeframes based on morning and evening commute hours. Ambient wind conditions without the shelter structures (preexisting conditions) exceed the 26 mph criterion more than one hour per year.

MORNING HOURS (6AM - 10AM)

The largest group of passengers waiting in the Ferry Shelter and Pier will be during the morning rush hours as residents are leaving the island.

During the morning hours, no wind mitigation is needed during the fall and winter. Some wind mitigation is needed in the spring and summer.

AFTERNOON HOURS (3PM - 7PM)

The majority of the afternoon traffic will consist of residents returning to the island who will be passing through the Ferry Shelter and Pier. A smaller group of passengers waiting in the Ferry Shelter and Pier to return to San Francisco will include tourists leaving the island and those working on the island.

During the afternoon hours, slight wind mitigation is needed in the winter. Significant wind mitigation is needed in the spring, summer, and fall.

RESULTS & RECOMMENDATIONS

The proposed Ferry Shelter design provides sufficient wind protection for the wind directions of primary concern (WNW, W, WSW). The hazard criterion of 26 MPH is not likely to be exceeded in the sheltered areas of the Ferry Shelter.

The current Pier design provides good protection for wind directions of primary concern (WNW, W, WSW). The hazard criterion of 26 MPH is expected to be exceeded more than once per year.

Overall, the Ferry Shelter and Pier design reduce the preexisting ambient wind speeds, which are in excess of the comfort criteria.

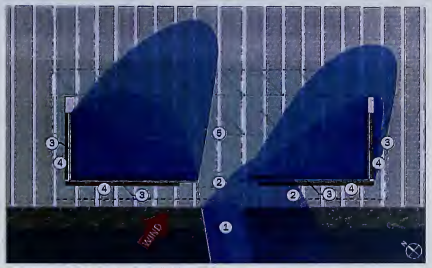
BEST PROTECTION
reduction factor: 3

GOOD PROTECTION
reduction factor: 2

SOME PROTECTION
reduction factor: 1.2

*areas of 'BEST' to 'GOOD' will most likely not exceed 26mph

1 PIER STRUCTURE
2 GAP IN WIND PROTECTION
3 WIND SCREENS
4 PERIMETER SEATING
5 FERRY SHELTER



FERRY SHELTER WIND MITIGATION MAP FOR WEST WINDS

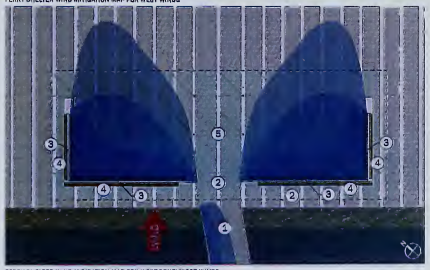
BEST PROTECTION
reduction factor: 3

GOOD PROTECTION
reduction factor: 2

SOME PROTECTION
reduction factor: 1.2

*areas of 'BEST' to 'GOOD' will most likely not exceed 26mph

1 PIER STRUCTURE
2 GAP IN WIND PROTECTION
3 WIND SCREENS
4 PERIMETER SEATING
5 FERRY SHELTER



FERRY SHELTER WIND MITIGATION MAP FOR WEST-SOUTHWEST WINDS

OFF-STREET PARKING

TREASURE ISLAND

Use or Activity	Maximum Parking Ratios	Sub-Phase 3A Development Program	Sub-Phase 3A Off-Street Parking Spaces	Sub-Phase 3B Development Program	Sub-Phase 3B Off-Street Parking Spaces	Sub-Phase 3C Development Program	Sub-Phase 3C Off-Street Parking Spaces	Sub-Phase 3D Development Program	Sub-Phase 3D Off-Street Parking Spaces	Sub-Phase 3E Development Program	Sub-Phase 3E Off-Street Parking Spaces	Sub-Phase 3F Development Program	Sub-Phase 3F Off-Street Parking Spaces
Residential	1 for each dwelling unit calculated on an aggregate basis for all dwelling units contained within the Development Plan Area, but in no event more than 0.800 residential accessory spaces within the combined Treasure Island and Yerba Buena Island Development Plan Area.	838 Units	670	-	-	890 Units	890	493 Units	493	691 Units	691	692 Units	692
Office/Commercial	1 for every 1,500 square feet of gross floor area calculated on an aggregate basis for all office/commercial (other than retail, hotel and marina) buildings in the Development Plan Area. 1 office/commercial accessory space within the combined Treasure Island and Yerba Buena Island Development Plan Area.	None 150,000 sf Adaptive Reuse 350,000 sf Total: 500,000 sf	300	-	-	-	-	-	-	-	-	-	-
Retail	1 for every 1,000 square feet of gross floor area calculated on an aggregate basis for all retail uses, but limited to a maximum of 8 retail accessory spaces within the Treasure Island portion of Development Plan Area.	None 150,000 sf Adaptive Reuse 50,000 sf Total: 200,000 sf	200	Area: 0 sf Adaptive Reuse: 22,000 sf Total: 22,000 sf	150	-	-	-	-	-	-	-	-
Hotel	0.8 for every 1 room calculated on an aggregate basis for all hotel rooms in Treasure Island, but limited to a maximum of 200 hotel aggregate parking spaces in Target.	-	-	-	-	450 Rooms	360	-	-	-	-	-	-
Marina	0.1 for every slip constructed within the Downtown Plan Area calculated on an aggregate basis, but in no event more than 200 Marina accessory spaces within the Treasure Island portion of Development Plan Area.	-	-	-	-	-	-	-	-	-	-	-	-
Totals			1,172		150		1,250		493		691		692

YERBA BUENA ISLAND

Use or Activity	Maximum Parking Ratios	Sub-Phase 1VA Development Program	Sub-Phase 1VA Off-Street Parking Spaces	Sub-Phase 1VB Development Program	Sub-Phase 1VB Off-Street Parking Spaces
Residential	1 for each dwelling unit calculated on an aggregate basis for all dwelling units contained within the Development Plan Area, but in no event more than 0.800 residential accessory spaces within the combined Treasure Island and Yerba Buena Island Development Plan Area	110 Units	110	141 Units	141
Office/Commercial	1 for every 1,500 square feet of gross floor area calculated on an aggregate basis for all office/commercial (other than retail, hotel and marina) buildings in the Development Plan Area. 1 office/commercial accessory space within the combined Treasure Island and Yerba Buena Island Development Plan Area	-	-	-	-
Retail	1 for every 1,000 square feet of gross floor area calculated on an aggregate basis for all retail uses	-	-	-	-
Hotel	0.8 for every hotel room calculated on an aggregate basis for all hotel rooms in Yerba Buena Island, but in no event more than 80 hotel accessory spaces in Yerba Buena Island.	50 Rooms	40	-	-
Marina	N/A	N/A	N/A	N/A	N/A
Total*			150		141

*Marina developed by yacht owners; being unknown

Use or Activity	Treasure Island Development Program	Treasure Island Off-Street Parking Spaces	Yerba Buena Island Development Program	Yerba Buena Island Off-Street Parking Spaces	Major Phase 1 Total Development Program	Major Phase 1 Total Off-Street Parking Spaces
Residential	3,092 Units	3,092	251 Units	251	3,343 Units	3,343
Office/Commercial	0	0	None: 150,000 sf Adaptive Reuse: 350,000 sf Total: 500,000 sf	300	None: 150,000 sf Adaptive Reuse: 350,000 sf Total: 500,000 sf	300
Retail	0	0	None: 150,000 sf Adaptive Reuse: 50,000 sf Total: 207,000 sf	414	None: 150,000 sf Adaptive Reuse: 50,000 sf Total: 207,000 sf	414
Hotel	360 Rooms	40	450 Rooms	360	810 Rooms	400
Marina	-	-	400 Slips	200	400 Slips	200
Totals		3,132		1,525		4,657

TABLE 3.1 MAJOR PHASE 1 ANTICIPATED OFF-STREET PARKING ALLOCATION

OFF-STREET PARKING

FIGURE 3.37 MAJOR PHASE 1 OFF-STREET PARKING


TREASURE ISLAND &
YERBA BUENA ISLAND
MAJOR PHASE 1 APPLICATION
FEBRUARY 27, 2015

AGENDA ITEM 8
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 13, 2015

Subject: **Approving the Budget of the Treasure Island Development Authority Fiscal Years 2015-16 and 2016-17 and Authorizing the Treasure Island Director to Enter into Work-Orders for Services with other City Departments, Professional Services Contracts and Agreements with Service Providers**

Contact: Robert Beck
Treasure Island Director

BACKGROUND

This item presents for approval the proposed Treasure Island Development Authority ("TIDA") Budget for Fiscal Year 2015-16 ("FY2015-16") and Fiscal Year 2016-17 ("FY2016-17) which would authorize the Treasure Island Director to submit the proposed budget to the Mayor of the City and County of San Francisco (the "City") for further review and inclusion in the City's FY2015-16 Budget. Additionally, the proposed Budget would authorize the Treasure Island Director to enter into Work-Orders with other City Departments for services associated with its development and operational needs, professional service contracts with vendors, and grants and agreements with service providers.

TIDA was established as a California nonprofit public benefit corporation and delegated certain powers under state and local legislation for the purpose of promoting the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the former Naval Station Treasure Island (the "Base"). Specifically, the Treasure Island Conversion Act of 1997 (the "Act"), passed by the California legislature in 1997, granted to TIDA the State's authority to administer the Tidelands Trust on Treasure Island/Yerba Buena Island and enabled TIDA to be designated as a as the Local Reuse Authority ("LRA") to manage the conversion of the former Base, which includes portions of Yerba Buena Island, from military use to civilian reuse.

The specific mission of TIDA is to redevelop the former Base and manage its integration with the City in compliance with federal, state and city guidelines, including the California Tidelands Trust; create new housing and job opportunities for San Francisco residents, including assuring job opportunities for homeless and economically disadvantaged City residents; increase recreational and Bay access venues for San Francisco and Bay Area residents; and promote the welfare and well- being of the citizens of San Francisco.

To achieve these goals, TIDA provides services that can be grouped into two broad categories described in more detail below.

1. ***Property Management/Municipal Services.*** Under the provisions of a Cooperative Agreement between TIDA and the United States of America, acting by and through the Department of the Navy ("Navy"), TIDA serves as the property manager for the Base. TIDA is responsible for the overall operations including building maintenance, utility

operations and maintenance, landscaping, road repair and management of personal property. In addition, the Cooperative Agreement makes TIDA and the City responsible for the provision of municipal services to Treasure Island and Yerba Buena Island including public safety services.

To offset the costs associated with property management and municipal service responsibilities, TIDA established two principal sources of revenue: (i) revenue generated from interim leasing of existing facilities; and (ii) revenue generated from special events held on the Base. TIDA has entered into MOUs and work orders with numerous City departments to provide the spectrum of services required under the Cooperative Agreement.

2. ***Transfer of Federal Property/Planning for Future Development.***

In 1997, TIDA was formed and began an extensive public process plan for the future the reuse of the former Naval Station Treasure Island ("the Base"). Portions of the Base have been transferred to the United States Coast Guard, the United States Department of Labor, and State of California, acting by and through Caltrans. As the designated local reuse authority, TIDA negotiated with the United States Navy to acquire the remaining approximately 365 acres on Treasure Island and approximately 115 acres on Yerba Buena Island (together, "the Islands").

In 2003, TIDA selected Treasure Island Community Development, LLC ("TICD") through a competitive RFQ/RFP process as the master developer for the Treasure Island/Yerba Buena Island Development Project ("Project"). In 2006, TIDA and the San Francisco Board of Supervisors endorsed a Development Plan and Term Sheet for the Project, which guided the efforts required to make the ambitious reuse plans for the Islands a reality.

In 2011, after over ten years of extensive community engagement and public process, the Project received its necessary entitlements and approvals from TIDA, the Planning Commission and the San Francisco Board of Supervisors. This included certification of a final Environmental Impact Report for the Project pursuant to CEQA, and approvals of the Disposition and Development Agreement with TICD, the Development Agreement between the City of San Francisco and TICD, an agreement between TIDA and the Treasure Island Homeless Development Initiative, as well as other necessary land use and regulatory approvals.

In July of 2014, TIDA entered into an Economic Development Conveyance Memorandum of Agreement with the Navy which established the phasing schedule and terms under which the Navy will transfer the Base to TIDA. This commitment to transfer the property represented a critical milestone for the Project and triggered increased pre-development planning and engineering efforts by TICD to prepare Master Utility Plans, a Streetscape Master Plan, and Major Phase and Sub-Phase Applications necessary for the Project to begin construction. In February 2015 the TIDA Board approved the Streetscape Master Plan, and the Master Utility Plans and Major Phase Application have been submitted and are under review by TIDA Staff and City Agencies and are expected to be approved before Fiscal Year End. In October 2014 the Navy issued its Finding of

Suitability to Transfer (FOST) for the lands to be included in the first property transfer expected to be concluded in May 2015.

Key priorities during FY 15-16 include: receipt and review of the first Sub-Phase Application and Final Improvement Plans from TICD, the continued construction of the Yerba Buena Island Ramps Improvement Project, approval of a Disposition and Development Agreement with Treasure Island Enterprises, LLC., for expansion of the Treasure Island Marina, the first transfer of property from TIDA to TICD, and the beginning of infrastructure construction.

FISCAL YEAR 2015-16 and FISCAL YEAR 2016-17 BUDGET DISCUSSION

In presenting the proposed FY 2015-16 Budget, a review of the current year's revenue and expenses is first required. Housing revenue is less than Fiscal Year 2014-2015 budget projections, but commercial leasing revenue is out-performing projections. Administrative costs are also less than projected. Based upon communications with SFPUC, TIDA made mid-year adjustments to the fees for utility use. In addition to higher than anticipated utility costs, TIDA has incurred unanticipated permit compliance and permit transfer costs.

FY2014-15 Revenues

The TIDA Budget for FY 2014-15 projected housing revenue of $3,689,470 which included the Base Rent and Percentage Rent derived from John Stewart Company (JSCo), our property manager. This budget included prevailing wage impacts on projected labor costs.

Last fall, the Navy performed radiological surveys of all residential units and JSCo concurrently performed moisture surveys. These surveys revealed a number of units with minor, moderate, and, in a few cases, serious moisture leaks. JSCo incurred more than $700,000 in unanticipated expenses addressing these problems. JSCo has also been readying more than forty units in anticipation of the relocation of YBI residents this summer. To mitigate the impact of these two extraordinary spikes in expenses, TIDA has authorized JSCo to utilize $400,000 in reserves. Per the agreement with JSCo, these reserves would be restored in subsequent years helping distribute the effect of these two events over multiple years.

The TIDA Budget for FY2014-15 projected commercial revenue at $3,840,770. Staff is projecting that actual commercial revenue for the year will exceed $4.6 million. This increase has been possible due to the continued creation of leasing opportunities despite a portfolio of challenged properties and low commercial tenant turnover. A utility charge was also introduced to all leases of commercial tenants with un-metered utilities in response to the utility fee increases.

In aggregate, the anticipated housing revenue decrease will be off-set by the increase in commercial revenues so that the gross revenues for FY 2014-15 will exceed projections.

FY2014-15 Expenditures
As described, TIDA experienced expenses in excess of budget in FY2014-15 for utility operations, maintenance and permitting. Expenses for environmental services, salaries, and relocation assistance and benefits are all projected to be below budget.

In aggregate, TIDA's expenses for FY2014-15 are projected to be within budget, and, therefore, overall revenue is projected to exceed expenditures for FYE2015. During the FYE 2015 closeout, staff will be working with GSA finance staff to assess the total remaining fund balances from the current and prior fiscal years that can be applied as revenues to balance the FY 2015-2016 and FY 2016-2017 budgets.

FISCAL YEAR 2015-16 BUDGET
The interim move of YBI residents to TI will be finalized in the first quarter of FY2015-16 and some commercial tenant leases will need to be terminated in the third quarter of the FY as development activities begin. The expenditures associated with operations are proposed to increase slightly to address some facility maintenance projects. Development expenses are projected to increase slightly – primarily to address additional transportation and congestion management work of the Treasure Island Mobility Management Agency (TIMMA). Increased development costs included in the FY 2014-15 will continue in FY 2015-2016 with the review of the Sub-Phase application and the start of development activities.

FY2015-16 Revenue Projections
The housing revenue from the John Stewart Company (JSCo) is projected to be $3.3 million, including Base Rent and Percentage Rent. This is below FY2014-15 budget projections, but above the actual net revenue achieved in FY 2014-15. As described, two extraordinary events increased FY 2014-15 expenses and gross revenues are projected to rebound as units are being withheld from inventory in anticipation of the YBI relocations are returned to the leasing portfolio. Commercial leasing revenue is projected to increase to $4.9 million.

The use of Fund Balance from FY 2014-15 will be required to balance the budget. Depending upon the final FY 2014-15 ending fund balance, a payment from Treasure Island Community Development could be required to balance the FY2015-16 budget, but that is not expected to be necessary.

FY2015-16 Expenditure Projections
TIDA's Administrative expenses remain low. The total Project Staff expenses – staff salaries and staff benefits – remains 12 total FTEs and participation in the Summer Job + Program. Operational Professional and Specialized Service contracts and obligations are increased modestly from last year for TIHDI and Toolworks (janitorial) consistent with their scope of services. A slight decrease in the budget for Rubicon (landscaping) is projected with the planned vacation and demolition of the YBI housing area. A payment by Treasure Island Community Development of $2.875 million through TIDA to the SFCTA for the local match on the ramps project is included in the Development Professional Services line item.

Operation Work-Orders with City Departments for public safety, utilities, public works and building services including with SFPUC, DPW, SFPD, SFFD, Risk Manager, SFMTA and the Department of Real Estate in the amount of $3.8 million comprise the balance of the budgeted expenditures. City Work-Order of $4.0 million fund both Operation and Development costs of the City Attorney Office for legal work, General Services Agency for administrative services, and agency reviews of pre-development applications and development activities.

The budget for SFPUC expenditures is increased by more than $700,000. The budget for the PUC utility services is increased by 18.9% to $896,404 and $550,000 is included to reflect one-time costs for bringing waste and stormwater permitting in line with new State requirements. The SFPUC budget also includes $150,000 for the rental of two on-Island generators and $200,000 set aside per the Memorandum of Understanding between TIDA and the PUC for the repayment of TIDA's outstanding debt accumulated prior to September 2006.

To provide for general maintenance and repair of the Island buildings and facilities, $450,000 is proposed (an increase of $125,000) in order to fund street lighting, signage, traffic-calming measures, and facility preservation and maintenance.

The approval of the FY2015-16 Budget will authorize the expenditures under these Work-Orders.

The FY2015-16 Budget information is outlined in the following Exhibits.

Exhibit A - TIDA Revenue Forecast

Exhibit B –TIDA Revenue Details

Exhibit C –TIDA Expense Forecast

Exhibit D- TIDA Expense Details

FISCAL YEAR 2016-17 BUDGET

The FY2016-17 Budget is also provided for review. Residential revenues are projected to rebound slightly in FY2016-17 after YBI residents relocate to Treasure Island and additional vacant units can be leased. Commercial revenues are anticipated to be flat with rent increases offsetting decreases in the total area under lease. Expenses decrease slightly in recognition that some of the permitting costs included in the FY 2015-16 budget will be one-time expenses.

The Draft FY2016-17 Budget information is outlined in the following Exhibits.

Exhibit E – TIDA Projected Revenue

Exhibit F – TIDA Projected Expenses

RECOMMENDATON:

Staff recommends approval of the Fiscal Year 2015-16 Budget and Fiscal Year 2016-17 Budget.

Prepared by Robert Beck,
Treasure Island Director

Exhibit E

TIDA PROJECTED REVENUE FY2016-17

DRAFT

TIDA REVENUE SOURCES	FY2015-16 Budget	FY2016-17 Budget
Collaborative Special Events	$ -	$ -
TIDA Special Events Revenues	$ 327,050	$ 100,000
TI Commercial Revenues)	$ 4,932,537	$ 4,795,026
Film Revenues	$ 39,000	$ 30,000
YBI Cellsites/ Banner Revenues	$ 439,666	$ 452,856
Marina Revenues	$ 90,000	$ 90,000
John Stewart Company Housing Reve	$ 3,341,102	$ 3,629,102
Housing CAM	$ 480,901	$ 480,901
Fund Balance FYE 2012	$ -	
Fund Balance FYE 2013	$ -	
Fund Balance FYE 2014	$ 526,906	
TICD Reimbursement (SFCTA)	$ 2,875,000	$ 2,875,000
Fund Balance FYE 2015 / TICD Reimbursement (Balancing)	$ 624,013	$ 727,290
Grand Totals	**$ 13,676,175**	**$ 13,180,175**

Assumptions:
Events District (Casa, GL, Chapel) through 12/31/2015, gone for 2016-17
Removal Building 180, Café, Yacht Club, Misc. buildings along Waterfront.
Commercial revenes include Energy charges of approx. 130K

Reforecast as of 5/1/15

EXHIBIT B

I. TIDA OPERATIONS REVNUE DETAILS FY2015-16

TI Special Events Revenues

This amount reflects revenues received from special events held on Treasure Island such as corporate events, wedding receptions, and recreational use. The revenues are separated between the Collaborative Special Events and the TIDA-booked events to differentiate and monitor funds.

A. Collaborative Special Events

TIDA FY2014-15 Budget	TIDA FY2015-16 Budget	Change
$120,000	0	($120,000)

The Collaborative was dissolved in December 2014, and all venues that were associated with the collaborative are manages by TIDA.

B. TIDA- Special Events

TIDA FY2014-15 Budget	TIDA FY2015-16 Budget	Change
$430,000	$327, 050	($102,950)

This amount is reflects revenue based on TIDA managed Special Event venues and reflects the return of signature events including Dragon Boat Festival, TI Music Festival, Oracle World and TI Flea Market, among others. The decrease is due to the pending development phasing schedule making the Great Lawn, Casa de la Vista, The Treasure Island Chapel, as well as the Eucalyptus and Building 180 parking lots unavailable for event rental after December 31, 2015.

C. TI Commercial Revenues

TIDA FY2014-15 Budget	TIDA FY2015-16 Budget	Change
$3,840,770	$4,932,537	$1,091,767

This amount reflects executed subleases and potential new subleasing opportunities for commercial space on Treasure Island. Increase is largely due to the subleasing of Hangar 3, as well as the utilization of various vacant yards as storage facilities on Treasure Island

D. **TI Film/Photo Permits**

TIDA FY2014-15 Budget	TIDA FY2015-16 Budget	Change
$35,000	$39,000	$4,000

This amount reflects revenues received from permits issued on the Islands in the current fiscal year.

E. **Cell Sites, Banner & Franchise fees**

TIDA FY2014-15 Budget	TIDA FY2015-16 Budget	Change
$325,830	$439,666	$113,836

This amount reflects revenues that will be received from cell sites, banners and franchise fees with anticipated CPI adjustment. Subleases include ATT, Comcast and T-Mobile, among others.

F. **TI Maritime**

TIDA FY2014-15 Budget	TIDA FY2015-16 Budget	Change
$90,000	$90,000	$0

This amount reflects the executed Master Southern Waterfront agreement for use of Treasure Island Marina based on a minimum monthly rent of $7,500; $90,000 annualized.

G. **JSCO-Housing Revenues**

TIDA FY2014-15 Budget	TIDA FY2015-16 Budget	Change
$3,689,470	$3,341,102	($348,368)

1. Percentage Rent: Based upon approximately 426 of 554 income generating unit portfolio for FY 2015-16, the total projected housing revenues from the John Stewart Company (JSCO) is $3,341,102 after deducting expenses including the John Stewart 5% fee. Further, based on the Sharing Agreement between TIDA and the Treasure Island Homeless Development Initiative (TIHDI) approved by the San Francisco Board of Supervisors in 1996, TIHDI will receive $284,750, or 8.49% of Percentage Rent.

   John Stewart Company 95% of Percentage Rent: $3,048,959
   TIHDI-TIDA Sharing Agreement Calculations: ($3,048,959 X 8.49%) = $258,857
   John Stewart Company Percentage Rent Net: ($3,048,959 -$258,857) = $2,790,102

TIDA OPERATIONS REVNUE DETAILS FY2015-16

Reforecast 05/01/15

2. Base Rent: The John Stewart Company projects $551,000 in Base Rent in the FY 2015-16.

Total John Stewart Housing Revenues: $2,790,152 + 551,000 = $3,341,102

H. Housing CAM

TIDA FY2014-15 Budget	TIDA FY2015-16 Budget	Change
$479,472	**$480,910**	**$1,438**

The amount reflects income for housing Common Area Maintenance (CAM) charges.

Exhibit C

TIDA PROJECTED EXPENSES FY2015-16 (As of 5/1/15)	Proposed FY2015-16 BUDGET	Proposed FY2016-17 BUDGET	VARIANCE
DRAFT			
A. ADMINISTRATION			
1. TRAINING, CONFERENCES AND TRAVEL COSTS (02200)	$20,300	$20,300	$0
[illegible]OYEE FIELD EXPENSES (LOCAL FIELD EXPENSES) (02300)	$2,000	$2,000	$0
[illegible]ERSHIP FEES (02400)	$8,700	$8,700	$0
[illegible]R FEES (05235)	$0	$0	$0
5. PROMOTIONAL AND MARKETING EXPENSE (02500)	$35,000	$35,000	$0
6. ADMIN PROFESSIONAL & SPECIALIZED SERVICES (02700)			$0
a. TIHDI - OPERATING CONTRACT	$198,000	$198,000	$0
b. TREASURE ISLAND BOYS & GIRLS CLUB HOUSE (02711)	$10,000	$10,000	$0
c. TI GYM OPERATIONS YMCA	$145,000	$145,000	$0
d. OTHER PROFESSIONAL SERVICES (02799)	$20,000	$20,000	$0
e. DEVELOPMENT PROFESSIONAL SERVICES (02799)	$4,000,000	$4,000,000	$0
TOTAL ADMINISTRATION	**$4,435,000**	**$4,435,000**	**$0**
B. PROFESSIONAL & SPECIALIZED SERVICES (2800)			
1. MAINTENANCE SERVICES - BUILDINGS			
a. SCAVENGER SERVICES (Trash Disposal)	$50,000	$50,000	$0
b. JANITORIAL SERVICES (TOOLWORKS)	$162,600	$162,600	$11,600
c. PEST CONTROL (2803)	$5,000	$5,000	$0
d. GROUNDS MAINTENANCE (RUBICON) (02801)	$602,593	$602,593	$0
e. MAINTENANCE SERVICES (BUILDING) (02899)	$250,000	$250,000	$0
f. MAINTENANCE SERVICES (FACILITY)) (02800)	$200,000	$200,000	$0
g. MISC. FACILITIY (PUBLIC ART HISTORICAL PRESERVATION) (03031)	$20,000	$20,000	$0
2. RENTS & LEASES - EQUIPMENT (03100-03599)	$35,000	$35,000	$0
3. MATERIALS & SUPPLIES (04000)	$25,000	$25,000	$0
4. OTHER MATERIAL AND SUPPLES - PUBLIC SAFETY (04599)	$25,000	$25,000	$0
5. EQUIPMENT - (060929)	$0	$0	$0
TOTAL PROFFESSIONAL & SPECIALIZED SERVICES	**$1,375,193**	**$1,375,193**	**$0**
C. CITY DEPARTMENT WORK-ORDERS			
1. GENERAL SERVICES AGENCY (081CA)	$2,300,000	$2,350,000	$50,000
2. RISK MANAGEMENT SERVICES (OPERATIONS AND REDEVELOPMENT INSURANCE) (081CB)	$144,370	$144,370	$0
3. GF - CITY ATTORNEY - LEGAL SERVICES OPERATIONS (081CT)	$996,558	$996,558	$0
4. IS - TIS - ISD SERVICES (081CI)	$26,181	$26,181	$0
5. TIS-IDS SERVICES (081C5)	$487	$487	$0
6. GF- TIS TELEPHONE SERICES (081ET)	$13,892	$13,892	$0
7. GF - FIRE (081FC)	$60,000	$60,000	$0
8. HR - MANAGEMENT TRAINING	$4,740	$4,740	$0
9. IS-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO) (081PA)	$7,744	$7,744	$0
10. IS-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO) (081PF)	$2,146	$2,146	$0
11. GF - PARKING & TRAFFIC (081PK)	$25,000	$25,000	$0
12. [illegible]URCH-REPRODUCTION (AAO) (081PR)	$6,000	$6,000	$0
[illegible]LICE SECURITY (SFPD) (081SP)	$96,546	$96,546	$0
[illegible]LICE SECURITY (SFPD) (02811)	$0	$0	$0
15. [illegible]-UD-HETCH HETCHY (081UH)	$1,796,000	$1,250,000	($546,000)
16. SR-DPW-BUILDING REPAIR (081WB)	$869,855	$869,855	$0
17. SR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES (081WC)	$62,072	$62,072	$0
18. SR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES (081WR)	$132,988	$132,988	$0
19. SR-DPW-BUREAU OF URBAN FORESTRY SERVICES (081WU)	$331,616	$331,616	$0
20. SR-DPW-BUREAU OF STREET USE & MAPPING (081WB)	$610,000	$610,000	$0
21. ADM - REAL ESTATE SPECIAL SERVICES (DEPT. OF REAL ESTATE- FACILITIES MGMT) (081W8)	$51,040	$51,040	$0
22. HUMAN SERVICES AGENCY (081SS)	$40,000	$40,000	$0
23. DEPARTMENT OF PUBLIC HEALTH (081HE)	$75,000	$75,000	$0
24. DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES (081CH) - TI AFTER SCHOOL PROGRAM	$166,000	$166,000	$0
25. DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES (081CH) - TI SUMMER PROGRAM	$47,747	$47,747	$0
TOTAL CITY DEPARTMENT WORK-ORDERS	**$7,865,982**	**$7,369,982**	**($496,000)**
TOTAL OPERATIONS EXPENDITURES	**$13,676,175**	**$13,180,175**	**($496,000)**
TOTAL REVENUES	**$ 13,676,175**	**$ 13,180,175**	**($496,000)**
			$0
RESIDUAL FOR RESERVE	**$0**	**$0**	**$0**
			$0
			$0

II. TIDA OPERATIONS EXPENSE DETAILS FY2015-16

The expenditure for daily operations and development costs for Treasure and Yerba Buena Islands are defined under the following three categories: Administration, Professional and Specialized Services, and City Department Work-Orders.

A. ADMINISTRATION

1. Training, Conference and Travel Costs (02200)

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$20,300	$20,300	$0

The Proposed Budget provides for the same level of funding for training, seminars and conferences, including costs of travel. The annual Staff Performance Plans encourage staff participating in professional development.

2. Employee Field Expenses (02300)

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$2,000	$2,000	$0

The Proposed Budget provides for the same level of funding for local field costs.

3. Membership Fees (02400)

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$6,700	$6,700	$0

The Proposed Budget provides for the same level of funding for Membership Fees. The annual Staff Performance Plans encourage staff participate in professional development.

4. Other Fees (35235)

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$0	$0	$0

The Proposed Budget provides for the same level of funding based on actuals.

5. Marketing and Promotion (02500)

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change

$35,000	$35,000	$0

The Proposed Budget provides for the same level of funding for Marketing and Promotion. The line item supports tenant/community associations and their activities and programs, among other activities and purchasing promotion and production materials. Fund is also for purchase of food associated with these activities.

6. **Administrative Professional & Specialized Services (02700)**
This category provides funding for professional services, including social services.

a. **Treasure Island Homeless Development Initiative (TIHDI) – (02711)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$196,000	$196,000	$0

The Proposed Budget maintains the same level of funding for the Treasure Island Homeless Development Initiative (TIHDI) – Operating Contract. Under the Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative, TIHDI provides several services to TIDA including coordinating and facilitating participation of community-based homeless service organizations, operating the job broker system, as well as future development planning.
TIHDI continues to provide onsite after-hour services at the Casa de la Vista, the Chapel and Administrative Building 1. TIHDI operates the building known as the ShipShape free of charge as a public benefit.

b. **Treasure Island Boys and Girls Club House (02711)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$10,000	$10,000	$0

The Proposed Budget provides the same level of funding for the Treasure Island Boys and Girls Club House in the amount of $10,000 to fund Island youth participation at Camp Mendocino.

c. **TI Gym Operation (02711)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$146,775	$145,000	($1,775)

The Proposed Budget provides funding consistent with contracted amounts for the YMCA to operate the TI Gym. The YMCA provides health, education, after school, youth and adult programs to Island residents free of charge. TIDA maintains the facility.

d. **Other Professional Services (02799)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$45,000	$20,000	($25,000)

The Proposed Budget reduces the level of funding for Other Professional Services to be consistent with realized expenses YTD. The line item includes the following professional services: the cost of marine salvage and as-needed Lien Sale of sunken, abandoned and stored vessels from Clipper Cove; cost of security services; signage, interpretation and translation services for public meetings and public notices, transportation costs and stipends for interns.

e. **Development Professional Services (02799)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$7,245,000	$4,000,000	($3,245,000)

The Proposed Budget increases the costs of Professional Services as detailed below due in part to the costs associated with the following:

PROFESSIONAL & SPECIALIZED SERVICES	FY 14-15 Approved	FY 15-16 Proposed
Environmental Engineering (Langan)	$300,000	$175,000
Land Transfer and Closing Costs (TBD)	$25,000	$25,000
Relocation Consultant (Paragon)	$100,000	$75,000
Oakland Army Base Electrical Easement	$435,000	$0
SFCTA (Mobility Study)	$250,000	$650,000
SFCTA (TICD Ramps Local Match)	$5,750,000	$2,875,000
Interim Move Payments (Estimate February 2015)	$385,000	$200,000
Subtotals	**$7,245,000**	**$4,000,000**

- Environmental Engineering – Navy's Site Management Plan decreases as planned production and remediation activities in 2015-2016 decrease and require less review and associated services from environmental consultants.
- Relocation Consultant – It is anticipated that development will commence in FY 15/16 necessitating the relocation of YBI residents to TI. Relocation Consultant's charge is to facilitate these relocations.
- SFCTA – SFCTA Mobility Management Studies in anticipation of development will need to be budgeted for as grant monies have been expended.
- SFCTA – To be paid by TICD as reimbursement for Ramps Project. (Pass-through)
- Interim Move Payments – In conjunction with the above described relocations, TIDA will be paying residents moving expenses. Tenants residing on the Island prior to approval of the DDA in 2011, may elect to receive an 'In-Lieu' Payment if they relocate off of the Island and forego certain rights/benefits to relocate into the permanent development

B. PROFESSIONAL AND SPECIALIZED SERVICES (2800)

1. Maintenance Services – Buildings

a. Scavenger Services (02801)

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$39,100	$50,000	$10,900

The Proposed Budget increases the level of funding by $10,900 due to TIDA rate increase in order to be aligned with city contract rates.

b. Janitorial Services – Toolworks (02802)

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$166,150	$162,600	($3,550)

The Proposed Budget decrease of 2% for Janitorial Services is based on the termination of special event operations at Casa de la Vista, the chapel, and Administrative Building 1 effective December 31, 2015, combine with a 10% increase in wages as dictated by the Minimum Compensation Ordinance. Toolworks will continue providing janitorial maintenance services to Buildings One and the Childcare Center. Toolworks is a member organization of TIHDI that employs formerly homeless and economically disadvantaged individuals.

c. Pest Control – (2803)

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$5,000	$5,000	$0

The Proposed Budget provides for the same level of funding for Pest Control.

d. Grounds Maintenance – Rubicon (02805)

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$738,490	$602,593	($135,897)

The Proposed Budget decreases the level of funding for Grounds Maintenance based on the anticipated cessation of services for Yerba Buena Island, and reduction of services in our special events district and the Library which will be impacted by the first sub-phase of development. Rubicon Enterprises provides all landscaping maintenance services on Treasure and Yerba Buena Islands and at the Special Events District: Library, Pavilion, Chapel and Casa De La Vista. Rubicon is a member organization of TIHDI and employs formerly homeless and economically disadvantaged individuals.

e. **Maintenance Services – Buildings (02899)**

TIDA 2014-15 Budget	Proposed FY 2015-16	Change
$175,000	$250,000	$75,000

The Proposed Budget increases funding for TIDA Building Maintenance Services. The funding is outside of the scope of services provided by DPW Work Orders. The line item funds contracts, as needed, for property maintenance and upkeep, and for emergency repairs. Increase will be used historic preservation of Quarters 1-7, Building 1, and Hangars 2 and 3.

f. **Maintenance Services - Facility (02800)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$150,000	$200,000	$50,000

The Proposed Budget increases the level of funding for TIDA Facilities Maintenance. The funding is outside of the scope of services provided by DPW Work Orders. The line item funds for street paving, seal coating residential parking lots, vegetation management, and fencing.

g. **Miscellaneous Facility (Public Art Historical Preservation) (03031)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$20,000	$20,000	$0

The Proposed Budget provides the same level of funding for Miscellaneous Facility. The line item funds historic interpretation and programming, provides for the care, storage and conservation of the Authority's existing historic artifacts including the Pageant of the Pacific murals and TI Museum Collection by Atthowe Fine Arts services.

2. **Rents & Leases – Equipment (03100- 03599)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$35,000	$35,000	$0

The Proposed Budget provides the same level of funding for Rents & Leased Equipment. The funding provides for rentals including TIDA multi-purpose machine, postage machine, Comcast services, and water dispenser. This category also funds Other Current Expenses portable restrooms, messenger services, audio services, periodicals, advertising, and printing. TIDA staff encourages TIDA members to go paperless.

3. **Materials & Supplies (0400)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$25,000	$25,000	$0

The Proposed Budget provides the same level of funding for Materials and Supplies. The line item includes office materials such as toners, stationary and recycling receptacles, copier supplies, copy paper, safety equipment and food expenses. This category also funds recreational expenses, flags and banners.

4. **Other Materials & Supplies-Public Safety (04599)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$25,000	$25,000	$0

The Proposed Budget provides the same level of funding for Other Materials and Supplies – Public Safety. This expenditure line includes the costs to provide seminars, educational programs, and resilience conferences for the Island's emergency preparedness. The expenditure also includes care and shelter equipment and purchase of emergency communication equipment including 800 MHz radios.

5. **Equipment – (06029)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$26,000	0	($26,000)

The Proposed Budget reflects no equipment needs.

C. **TIDA WORK-ORDER SERVICES WITH OTHER DEPARTMENTS**

1. **General Services Agency (081CA)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$2,205,729	$2,300,000	$94,271

The Proposed Budget increases the level of funding for staffing. The Proposed staffing plan is 12 full-time positions in FY 15-16 for Operations and Development. All positions are employees of General Services Agency (GSA) and are reflected in the GSA's budget presented to the Board of Supervisors.
The Proposed Budget provides for Financial Oversight/IT Services. General Services Agency provides services to TIDA in support of human resources, budget, accounting, financial reporting including FAMIS and payroll. In addition, certain information and technology support including

network, server, workstation, software maintenance and support are also managed by General Services Agency. GSA assists TIDA resiliency efforts through integration with City emergency logistics planning and with City post-disaster damage assessment policies and protocols.

The Proposed Budget also provides for TIDA Board Health Benefits.

2. **Risk Management Services –Insurance (081CB)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$118,827	$118,827	$0

The Proposed Budget reflects no changes in costs for both Operations and Development based on actuals W.O. This W.O provides funding for general liability coverage, liability insurance for TIDA's Board of Directors and administrative review of proposed subleases and use-permits by the Risk Manager to determine appropriate insurance requirements.

3. **City Attorney – Legal Services – Operations & Redevelopment (081CT)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$996,558	$996,558	$0

The Proposed Budget provides the same level of funding for Operations and Development. This W.O provides funds for the City Attorney's Office to act as TIDA's General Counsel and to provide legal services for TIDA's role as caretaker and property manager of the islands and other administrative responsibilities. This W.O also provides funds for the City Attorney's Office to act as TIDA's General Counsel and to provide legal services in TIDA's role as planner and negotiator for development.

4. **TIS– IDS Services (081CI)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$26,181	$26,181	$0

The Proposed Budget provides for same level of funding from last year for IDS Services. Department of Telecommunications and Information Systems maintain our infrastructure and provide telephone services and cell phones. DTIS also provides hosting and maintenance services for TIDA's website.

5. **TIS-IDS Service (081C5)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$487	$487	$0

6. **TIS-Telephone Service (081ET)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$13,892	$13,892	$0

7. **San Francisco Fire Department (081FC)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$60,000	$60,000	$0

The Proposed Budget provides the same level of funding from last year for NERT trainings and fire suppression systems projects on north end of Treasure Island.

8. **Human Resources – Management Training (081H2)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$4,740	$4,740	$0

The Proposed Budget provides for the same level of funding. The annual Staff Performance Plans encourage staff to participate in professional development.

9. **Purchasing -Central Shops–Auto Maintenance (081PA)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$7,744	$7,744	$0

10. **Purchasing -Central Shops– Fuel (081PF)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$2,146	$2,146	$0

11. **Department of Parking and Traffic (DPT) (081PK)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$25,000	$25,000	$0

The Proposed Budget provides for the same level of funding. This W.O provides funds to DPT services for Development Support and traffic control and parking enforcement during major public holidays and events when spectators and large crowds visit the Island. These events may include 4TH of July, Fleet Week, Halloween and New Year's Eve.

12. **Purchasing –Reproduction (081PR)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$6,000	$6,000	$0

The Proposed Budget provides for the same level of funding based on actuals. The Reproduction funding line is for city stationary, envelops, labels, and alike.

13. **San Francisco Police Department (081SP)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$88,545	$96,546	$8,001

The Proposed Budget increases the SFPD Budget by $8,001. The W.O order provides for building and grounds patrol Monday - Friday at Building One.

14. **San Francisco Police Department (02811)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$0	$0	$0

The Proposed Budget provides for the same level of funding based on actuals.

15. **Public Utilities Commission – Hetch Hetchy (081UH)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$1,103,650	$1,796,000	$692,000

The Proposed Budget increases the level of funding for the PUC for TIDA's utilities and maintenance expenses by 4%. (753,647x 1.19%=$ 896,404). TIDA also leases two back-up generators at the cost of $150,000 a year. Another $200,000 is allocated for the MOU between TIDA for the settlement of TIDA's outstanding liabilities prior to 2006.An additional $550,000 has been budgeted in order to move to new California storm water discharge permitting requirements

16. **DPW Bureau of Building Repair (BBR) (081WB)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$892,327	$869,885	$(22,422)

The Proposed Budget decreases the level of funding for BBR by 3%. BBR historically has provided funding for a Senior Stationary Engineer, a Stationary Engineer and a laborer as well as crafts such as electrical, plumbing, glass, sheet metal, locksmith and carpenter on an as-

needed basis. The decrease this year is due to the fact that we are replacing the Stationary Engineer positon with an additional laborer. This line also funds materials and supplies.

17. **DPW Bureau of Street Environmental Services (BSES) (081WC)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$161,766	$62,072	($99,694)

The Proposed Budget decreases the level of funding for BSES by 62%. BSES provides service for two nights weekly freeway on/off ramp street cleaning, weekly manual landscape cleaning, and twice monthly streets and roadways street cleaning. BSES also provides trash can set-up, clean-up and debris removal for special public events such as New Year's Eve, Memorial Day, 4TH of July and Fleet Week and during weekends.

This line funds the day staff at the Front-Gate to monitor traffic entering and exiting Treasure Island and to assist visitors with directions and information, and this position will be eliminated in in FY 2015-16 due to the development phasing schedule impact on Front-Gate area.

18. **DPW Bureau of Streets and Sewer Repair Services (BSSR) (081WR)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$189,715	$132,988	($56,727)

The Proposed Budget decreases the level of funding for BSSR by 30% for street paving and pothole repairs on Treasure and Yerba Buena Islands due to the development phasing schedule for the islands causing certain roads to be closed for travel.

19. **DPW Bureau of Urban Forestry Services (BUF) (081WU)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$321,197	$331,616	$10,419

The Proposed Budget increases the level of funding for BUF by 3% for Tree Management Services including arborists for tree care, pruning and removal.

20. **DPW Bureau of Street Use & Mapping (081WB)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$610,000	$610,000	$0

This Proposed Budget provides for the same level of funding as last year. It funds Engineering Management by DPW for the review of Major Phase and Sub phase Application

materials prepared by TICD, inspection and construction management support for the I-80/YBI West Bound Ramps project, design review of plans, specifications, and estimates for the seismic retrofit of West Side Structures on Yerba Buena Island, and FHWA mandated bi-annual inspection of the West Side Structures on Yerba Buena Island.

21. **Real Estate Special Services (DRE) (081W6)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$51,040	$51,040	$0

The Proposed Budget provides the level of funding for the Real Estate Special Services (DRE) based on actuals and consistent with need this year to test equipment. DRE procures building service contracts for fire alarm system, sprinkler system and elevator maintenance services.

22. **Human Service Agency (081SS) Early Care and Education (Child Care)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$40,000	$40,000	$0

The Proposed Budget provides Catholic Charities for the same level of funding to operate the Child Development Facilities. Catholic Charities occupies the child care facility free of charge as a public benefit and TIDA maintains the facility.

23. **Department of Public Health (TI Health Clinic) (081HE)**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$75,000	$75,000	$0

The Proposed Budget increases the level of funding for Public Health in association with the TI Health Clinic and Development support.

24. **Department of Children, Youth and Families (081CH) – TI after School Program**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$166,000	$166,000	$0

The Proposed Budget provides funding for after school programming.

25. **Department of Children, Youth and Families (081CH) – TI Summer Program**

TIDA FY 2014-15 Budget	Proposed FY 2015-16	Change
$47,747	$47,747	$0

The Proposed Budget provides funding for summer program.

[Approving the TIDA Annual Budget for FY 2015-2017]

Approving the Budget of the Treasure Island Development Authority Fiscal Years 2015-16 and 2016-17 and Authorizing the Treasure Island Director to Enter into Work-Orders for Services with other City Departments, Professional Services Contracts and Agreements with Service Providers

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and

WHEREAS, As provided under the Authority's Bylaws, the Treasure Island Director has prepared a budget for the Authority for Fiscal Years 2015-2017, a copy of which is attached to this resolution as Exhibit A –Exhibit F (the "FY 2015-2017 Budget Submittal"); now therefore be it

RESOLVED, That the Board of Directors of the Authority hereby adopts and approves the FY 2015-2017 Budget Submittal, and hereby authorizes the Treasure Island Director to (1) enter into work orders with City Departments for services that are consistent with the FY2015-2017 Budget, and (2) enter into Professional Service Contracts and (3) Agreements with Service Providers through the FY 2015-17 Budget Cycle.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 13, 2015.

_____

Jean-Paul Samaha, Secretary

AGENDA ITEMS 9
Treasure Island Development Authority
Board of Directors
City and County of San Francisco
Meeting of May 13, 2015

Subject: Resolution Authorizing the Treasure Island Director to Execute a Deposit and Reimbursement Agreement Relating to Naval Station Treasure Island Development. (Action Item)

Contact: Robert Beck, Treasure Island Director

SUMMARY OF PROPOSED ACTION

The proposed resolution would authorize the Treasure Island Director to enter into a Deposit and Reimbursement Agreement with Treasure Island Community Development, LLC. ("TICD") for the reimbursement by TICD of certain eligible expenses incurred by the City and County of San Francisco ("City") in the formation of Community Facilities Districts (each, a "CFD"; together, the "CFDs") and Infrastructure Financing Districts (each, an "IFD"; together the "IFDs") in support of the development of the former Naval Station Treasure Island ("NSTI").

BACKGROUND

On April 21, 2011, in a joint session with the San Francisco Planning Commission, the Treasure Island Development Authority ("TIDA") Board of Directors adopted a series of resolutions to approve numerous entitlement and transaction documents relating to the Treasure Island/Yerba Buena Island Development Project (collectively, the "Transaction and Entitlement Documents"), including a Development Agreement ("DA") and a Disposition and Development Agreement ("DDA") with TICD, adopting environmental findings pursuant to the California Environmental Quality Act ("CEQA"). On June 7, 2011, the Board of Supervisors approved these same Transaction and Entitlement Documents.

The Transaction and Entitlement Documents contemplate a project (the "Project") under which TIDA acquires the Project Site from the Navy and conveys portions of the Project Site to TICD for the purposes of (i) alleviating blight through development of certain improvements, (ii) geotechnically stabilizing the Project Site, (iii) constructing public infrastructure to support the Project and other proposed uses on NSTI, (iv) constructing and improving certain public parks and open spaces, (v) remediating certain existing hazardous substances, and (vi) selling and ground leasing lots to vertical developers who will construct residential units and commercial and public facilities.

Included as an Exhibit to both the DDA and DA was a Financing Plan (Treasure Island/Yerba Buena Island) (the "Financing Plan") which governs the disposition and development of a portion of NSTI (the "Project Site"). The Financing Plan identifies certain financial goals for the Project and the contractual framework for cooperation between TIDA, the City, and TICD in achieving those goals and implementing the Project.

DISCUSSION

Among other things, the Financing Plan calls for TIDA and the City to (i) form requested CFDs and take related actions under the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act") to pay for Qualified Project Costs, Ongoing Park Maintenance and Additional Community Facilities, (ii) to form requested IFDs and take related actions under applicable provisions of the Government Code of the State of California (the "IFD Law") to pay for Qualified Project Costs and (iii) the City to issue bonds and other debt for the CFDs and the IFDs and other public financing instruments described in the Financing Plan ("Public Financing").

The Financing Plan provides that the City and TIDA, following consultation with TICD, will select any consultants necessary to implement their respective portions of the Financing Plan, including the formation of any IFD and CFD and the completion of any Public Financing, and that the City and TIDA's reasonable out-of-pocket costs that are not contingent upon the completion of a Public Financing will be advanced by TICD pursuant to a deposit agreement to be entered into among the City, TIDA, and TICD, and TICD will be entitled to reimbursement of such advances from the proceeds of the Public Financing if authorized by applicable law.

The City, TIDA and TICD now wish to commence the formation of an initial CFD and IFD in anticipation of the first Major Phase of development and wish to enter a Deposit and Reimbursement Agreement (Treasure Island/Yerba Buena Island) (the "Deposit Agreement") which is on file with the Secretary of the Board of Directors.

RECOMMENDATION

Staff recommends that the Board of Directors approve the form of the Deposit Agreement on file with the Secretary of the Board of Directors and authorize the Treasure Island Director to execute and deliver the Deposit Agreement in substantially the form on file with such additions or changes as the Treasure Island Director upon consultation with the City Attorney determine are in the interest of TIDA and the City do not materially increase the obligations of TIDA and the City.

EXHIBITS

A. Proposed Resolution
B. Form of Deposit and Reimbursement Agreement

Prepared by Robert Beck

DEPOSIT AND REIMBURSEMENT AGREEMENT
(Treasure Island/Yerba Buena Island)

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND) (the "Agreement"), dated for convenience as of _____, 2015, is by and among City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "City"), Treasure Island Development Authority, a California public benefit corporation ("TIDA"), and Treasure Island Community Development, LLC, a California limited liability company ("Developer").

RECITALS:

WHEREAS, Naval Station Treasure Island ("NSTI") is a former United States Navy base located in the City that consists of two islands connected by a causeway: (1) Treasure Island, and (2) an approximately 90 acre portion of Yerba Buena Island;

WHEREAS, the United States of America, acting by and through the Department of the Navy ("Navy"), and TIDA entered into an Economic Conveyance Memorandum of Agreement (as amended and supplemented from time to time, the "Conveyance Agreement") that governs the terms and conditions for the transfer of NSTI from the Navy to TIDA; under the Conveyance Agreement, the Navy will convey NSTI to TIDA in phases after the Navy has completed environmental remediation and issued a Finding of Suitability to Transfer (as defined in the Conveyance Agreement) for specified parcels of NSTI or portions thereof;

WHEREAS, the Developer and TIDA previously entered into a Disposition and Development Agreement (Treasure Island/Yerba Buena Island) (the "DDA"), including a Financing Plan (Treasure Island/Yerba Buena Island) (the "Financing Plan"), which governs the disposition and development of a portion of NSTI (the "Project Site") after the Navy's transfer of NSTI to TIDA in accordance with the Conveyance Agreement;

WHEREAS, the DDA contemplates a project (the "Project") under which TIDA acquires the Project Site from the Navy and conveys portions of the Project Site to Developer for the purposes of (i) alleviating blight in the Project Site through development of certain improvements, (ii) geotechnically stabilizing the Project Site, (iii) constructing public infrastructure to support the Project and other proposed uses on NSTI, (iv) constructing and improving certain public parks and open spaces, (v) remediating certain existing hazardous substances, and (vi) selling and ground leasing lots to vertical developers who will construct residential units and commercial and public facilities;

WHEREAS, the Developer and the City previously entered into a Development Agreement related to the Project Site to eliminate uncertainty in the City's land use planning for the Project Site and secure orderly development of the Project consistent with the DDA and other applicable requirements, and the Financing Plan is also an exhibit to the Development Agreement;

WHEREAS, the Financing Plan identifies certain financial goals for the Project and the contractual framework for cooperation between TIDA, the City, and Developer in achieving those goals and implementing the Project;

WHEREAS, the Financing Plan, among other things, obligates TIDA and the City to take all actions reasonably necessary, and obligates the Developer to cooperate reasonably with the efforts of (i) the City to form requested community facilities districts (each, a "CFD"; together, the "CFDs") and take related actions under the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act") to pay for Qualified Project Costs, Ongoing Park Maintenance and Additional Community Facilities (as those terms are defined in the Financing Plan), (ii) the City to form requested infrastructure financing districts (each, an "IFD"; together the "IFDs") and take related actions under applicable provisions of the Government Code of the State of California (the "IFD Law") to pay for Qualified Project Costs and (iii) the City to issue bonds and other debt for the CFDs and the IFDs and other public financing instruments described in the Financing Plan (defined in the Financing Plan as "Public Financing");

WHEREAS, Developer and the City have agreed that the City will concurrently undertake proceedings to establish a future annexation area for one or more CFDs (each, a "Future Annexation Area"), and the Developer has informed the City that it anticipates applying to the City for annexation of territory in the Future Annexation Area(s) into the CFD(s);

WHEREAS, Section 1.5(a) of the Financing Plan provides that the City and TIDA, following consultation with Developer, will select any consultants necessary to implement their respective portions of the Financing Plan, including the formation of any IFD and CFD and the completion of any Public Financing, and that the City's and TIDA's reasonable out-of-pocket costs that are not contingent upon the completion of a Public Financing will be advanced by Developer pursuant to a deposit agreement to be entered into among the City, TIDA, and the Developer, and the Developer shall be entitled to reimbursement of such advances from the proceeds of the Public Financing if authorized by applicable law;

WHEREAS, the City, TIDA and Developer now wish to enter into the deposit agreement described in Section 1.5(a) of the Financing Plan to specify the terms of the advances of funds and reimbursement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

Section 1. The Advances.

(a) Developer hereby agrees to provide $100,000, in the form of cash or a check payable to the City (the "Initial Advance"), to be used by the City to pay the "Initial Costs" (as defined below); the Initial Advance shall be delivered to the Director of the Office of Public Finance of the City or its designee (the "Director of the Office of Public Finance") prior to the execution of this Agreement by the City. The City, by its execution hereof, acknowledges receipt of the Initial Advance.

(b) Developer further agrees to advance any additional amounts (collectively with the Initial Advance, the "Advances") incurred or reasonably expected to be incurred by the City and TIDA within fifteen (15) days of written demand therefore by the Director of the Office of Public Finance, said Advances to be made to the City or TIDA or directly to the City's consultants by the date and as otherwise specified by the Director of the Office of Public Finance in writing to Developer. The City shall use good faith efforts to provide Developer with prior notice whenever

the City believes Initial Costs will exceed Advances made by Developer. In the event that Developer shall fail or refuse to remit any such amounts to or at the direction of the Director of the Office of Public Finance within said fifteen (15) day time period, then, as the sole remedy of the City and TIDA hereunder (except as set forth in the second clause of this sentence and pursuant to Section 8 hereof), all processing by the City and TIDA of the proceedings for the CFD(s), the IFD(s) and any Public Financing shall cease and the City and TIDA shall be entitled to instruct all consultants to cease performance of their services related to the CFD(s), the IFD(s) and any Public Financing until such time as the requested amounts are paid by Developer, at which time proceedings for the CFD(s), the IFD(s) and any Public Financing (including work by consultants) shall resume immediately; notwithstanding the first clause of this sentence, Developer shall remain obligated for any Initial Costs already incurred by the City or TIDA or for which the City or TIDA is committed to pay.

(c) The City and TIDA will allocate all Initial Costs to one of two expense categories: (i) CFD Expenses; or (ii) IFD Expenses. Where there is overlap between the two expense categories for an item of Initial Costs, the City and TIDA will split the costs among the expense categories by any reasonable means of allocation.

(d) The purpose of this Agreement is to have a mechanism for collecting, applying, and reimbursing deposits for Initial Costs for the life of the Financing Plan. Consequently, this Agreement shall govern all aspects of the Public Financings, including, but not limited to: (i) the formation of each additional CFD or IFD; (ii) the annexation of property to a CFD or into its own new improvement area (each, an "Improvement Area") from the property identified as Future Annexation Area; (iii) the annexation of property into an IFD; (iv) proceedings for Public Financings by both the CFD and IFD; and (v) the filing and prosecution of any required judicial validation actions.

(e) Following completion of a proceeding contemplated by this Agreement (e.g., completion of formation of the first Improvement Area and the designation of Future Annexation Areas), there may be unexpended and uncommitted Advances still on deposit with the City. Such unexpended and uncommitted Advances shall remain on deposit with the City pursuant to this Agreement and shall be utilized for the payment of any Initial Costs associated with subsequent proceedings contemplated by this Agreement unless the Developer requests the return of such funds in writing. If the Developer makes such a written request, the City shall within ten (10) business days of such written request, return any then unexpended Advances to Developer, without interest, less an amount equal to any Initial Costs incurred by the City or TIDA or that the City or TIDA is otherwise committed to pay. If the City returns such unexpended Advances to the Developer pursuant to this subdivision (e), the Developer will be required to make additional Advances before the City or TIDA will commence subsequent proceedings.

(f) The Initial Costs include, but are not limited to: (i) the fees and expenses of any consultants to the City or TIDA employed in connection with the formation of the CFDs, the IFDs and the Public Financings (such as engineering, legal counsel, including special counsel to the City or TIDA, financial advisory and special tax consultant), excluding the fees and expenses of such consultants that are payable on a contingent basis; (ii) the costs of appraisals, absorption studies and other reports necessary or deemed advisable by City staff in connection with the formation of the CFD and the IFDs and the Public Financings; (iii) costs of publication of notices, preparation and mailing of ballots and other costs related to any election with respect to the CFDs, the IFDs or the Public Financings; (iv) the costs of any action prosecuted in the superior court to validate the proceedings relating to the CFDs, the IFDs or the Public Financings; (v) a

reasonable charge, as determined by the Director of the Office of Public Finance, in such official's sole discretion, for an allocable share of administrative expense with respect to City and TIDA staff engaged in analyzing and participating in the proceedings related to formation of the CFDs and the IFDs, special tax formulation, preparation of an infrastructure financing plan, facilities acquisition and Public Financings; (vi) any costs incurred by the City or TIDA in connection with discussions with or applications to bond rating agencies, if applicable; and (vii) any and all other actual costs and expenses incurred by the City with respect to the CFDs, the IFDs, the Future Annexation Areas and the Public Financings.

Section 2. Use of Funds. The Advances are subject to reimbursement only as follows:

(a) The Advances allocated to the CFD pursuant to Section 1(c) shall be reimburseable to the Developer from (i) Remainder Taxes (as defined in the Financing Plan) collected in the CFD, but only to the extent permitted under the Financing Plan and (ii) the proceeds of any Public Financing issued by or for the CFD (collectively, the "CFD Sources"). As CFD Sources become available, the City shall provide for reimbursement to Developer, without interest, of all Advances allocated to the CFD, said reimbursement to be made solely from the CFD Sources and only to the extent otherwise permitted under applicable law.

(b) The Advances allocated to the IFD pursuant to Section 1(c) shall be reimburseable to the Developer from (i) Net Available Increment (as defined in the Financing Plan) collected in the IFD, but only to the extent permitted under the Financing Plan and (ii) the proceeds of any Public Financing by or for the IFD (collectively, the "IFD Sources"). As IFD Sources become available, the City shall provide for reimbursement to Developer, without interest, of all Advances allocated to the IFD, said reimbursement to be made solely from the IFD Sources and only to the extent otherwise permitted under applicable law.

(c) If there are no CFD Sources or IFD Sources, for whatever reason, the Director of the Office of Public Finance shall, within ten (10) business days after termination of the DDA, return any then unexpended Advances to Developer, without interest, less an amount equal to any Initial Costs incurred by the City or TIDA or that the City or TIDA is otherwise committed to pay, which costs would be subject to payment under Section 1 above but have not yet been paid by the City or TIDA.

Section 3. Reimbursement of Other Costs. Nothing contained herein shall prohibit reimbursement of other costs and expenses of Developer incurred in connection with the CFDs, the Future Annexation Areas, the IFDs or the Public Financings from, as applicable, the CFD Sources or the IFD Sources. Any such reimbursement shall be made solely from the applicable CFD Sources or IFD Sources and only to the extent otherwise permitted under applicable law.

Section 4. Agreement Not Debt or Liability of City or TIDA. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City or TIDA. The City and TIDA shall in no event be liable hereunder other than to allocate the Initial Costs as costs associated with the CFD or the IFD, process the reimbursement of the Developer from the CFD Sources and IFD Sources as provided in Sections 2(a) and 2(b) above, return any unexpended and uncommitted portions of any Advances as provided in Section 2(c) above, and provide an accounting under Section 7 below. The City and TIDA shall not be obligated to advance any of its own funds with respect to the formation proceedings or in connection with

any Public Financing. No member of the governing board of the City or TIDA, or member, associate member, director, officer, employee or agent of the City or TIDA, shall to any extent be personally liable hereunder.

Section 5. No Obligation to Complete Formation Proceedings or Complete the Public Financings. The provisions of this Agreement shall in no way obligate the City or TIDA to complete the formation of the CFDs or the IFDs, complete any Public Financings or to take any action with respect thereto. The City and TIDA obligations as to formation proceedings and Public Financings is governed by the Development Agreement and the DDA, respectively.

Section 6. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. Accounting. The Advances may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall at all times maintain records of the expenditure of the Advances. The City shall provide Developer with a written accounting, including copies of supporting invoices, of Advances expended pursuant to this Agreement within ten (10) business days of receipt by the Director of the Office of Public Finance of a written request therefor submitted by an authorized officer of Developer. No more than one accounting will be provided in any calendar month and the cost of providing the accounting shall be considered an Initial Cost. Developer shall be deemed to have expressly waived its right to any further accounting and its right to challenge any disbursements made by City or TIDA from the Advances ninety (90) days following the earlier of either the City's reimbursement of unexpended Advances pursuant to Section 2 of this Agreement or the City sending notice that all Advances are expended and that no further Advances are required, whichever event first occurs.

Section 8. Indemnification. Developer hereby agrees to assume the defense of, indemnify and hold harmless the City, TIDA, and each of their members, officers, employees and agents, from and against all actions, claims or proceedings of every type and description to which they or any of them may be subjected or put, by reason of, or arising out of, any acts or omissions of Developer or any of its members, officers, employees, contractors or agents in connection with a breach of this Agreement by the Developer. The City and TIDA shall promptly notify Developer of any such claim, action or proceeding, and the City and TIDA shall cooperate in the defense thereof. The obligations of Developer under this Section shall not apply to any claims, actions or proceedings arising through the negligence or willful misconduct of the City or TIDA, its members, officers, employees or agents.

Section 9. Conflict with DDA and Development Agreement. In the event of any conflict between the terms of this Agreement and the terms of the DDA or the Development Agreement, the terms of the DDA or the Development Agreement shall govern.

Section 10. Term. Unless the parties execute an amendment extending the term, this Agreement shall terminate on the earlier of the following: (i) the written request from any party to this Agreement; or (ii) the twentieth anniversary of the date first written above.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

* * * * * * * *

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first written above.

DEVELOPER:

TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC

By: _____
Name: _____
Its: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Name: _____
Its: _____

TIDA:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Name: _____
Its: _____

Approved as to form:

DENNIS J. HERRERA
City Attorney

By: _____
Name: _____
Deputy City Attorney

[Resolution Authorizing the Treasure Island Director to Execute a Deposit and Reimbursement Agreement]

Resolution Authorizing the Treasure Island Director to Execute a Deposit and Reimbursement Agreement Relating to Naval Station Treasure Island Development.

WHEREAS, Naval Station Treasure Island ("NSTI") is a former United States Navy base located in the City and County of San Francisco (the "City") consisting of approximately 550 acres on Treasure Island and Yerba Buena Island; and

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated TIDA as a redevelopment agency under California redevelopment law with authority over NSTI upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of NSTI which are subject to Tidelands Trust, vested in TIDA the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors approved the designation of TIDA as a redevelopment agency for NSTI in 1997; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of TIDA as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect TIDA's status as the Local Reuse Authority for NSTI or the Tidelands Trust trustee for the portions of NSTI subject to the Tidelands Trust, or any of the other powers or authority; and,

WHEREAS, The United States of America, acting by and through the Department of the Navy ("Navy"), and TIDA entered into an Economic Conveyance Memorandum of

Agreement (as amended and supplemented from time to time, the "Conveyance Agreement") that governs the terms and conditions for the transfer of NSTI from the Navy to TIDA; under the Conveyance Agreement, the Navy will convey NSTI to TIDA in phases after the Navy has completed environmental remediation and issued a Finding of Suitability to Transfer (as defined in the Conveyance Agreement) for specified parcels of NSTI or portions thereof; and

WHEREAS, Treasure Island Community Development, LLC ("TICD" or "Developer") and TIDA previously entered into a Disposition and Development Agreement (Treasure Island/Yerba Buena Island) (the "DDA"), including a Financing Plan (Treasure Island/Yerba Buena Island) (the "Financing Plan"), which governs the disposition and development of a portion of NSTI (the "Project Site") after the Navy's transfer of NSTI to TIDA in accordance with the Conveyance Agreement; and

WHEREAS, The DDA contemplates a project (the "Project") under which TIDA acquires the Project Site from the Navy and conveys portions of the Project Site to TICD for the purposes of (i) alleviating blight in the Project Site through development of certain improvements, (ii) geotechnically stabilizing the Project Site, (iii) constructing public infrastructure to support the Project and other proposed uses on NSTI, (iv) constructing and improving certain public parks and open spaces, (v) remediating certain existing hazardous substances, and (vi) selling and ground leasing lots to vertical developers who will construct residential units and commercial and public facilities; and

WHEREAS, TICD and the City previously entered into a Development Agreement related to the Project Site to eliminate uncertainty in the City's land use planning for the Project Site and secure orderly development of the Project consistent with the DDA and other applicable requirements, and the Financing Plan is also an exhibit to the Development Agreement; and

WHEREAS, The Financing Plan identifies certain financial goals for the Project and the contractual framework for cooperation between TIDA, the City, and TICD in achieving those goals and implementing the Project;

WHEREAS, The Financing Plan, among other things, obligates TIDA and the City to take all actions reasonably necessary, and obligates TICD to cooperate reasonably with the efforts of (i) the City to form requested community facilities districts (each, a "CFD"; together, the "CFDs") and take related actions under the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act") to pay for Qualified Project Costs, Ongoing Park Maintenance and Additional Community Facilities (as those terms are defined in the Financing Plan), (ii) the City to form requested infrastructure financing districts (each, an "IFD"; together the "IFDs") and take related actions under applicable provisions of the Government Code of the State of California (the "IFD Law") to pay for Qualified Project Costs and (iii) the City to issue bonds and other debt for the CFDs and the IFDs and other public financing instruments described in the Financing Plan (defined in the Financing Plan as "Public Financing");

WHEREAS, TICD and the City have agreed that the City will concurrently undertake proceedings to establish a future annexation area for one or more CFDs (each, a "Future Annexation Area"), and TICD has informed the City that it anticipates applying to the City for annexation of territory in the Future Annexation Area(s) into the CFD(s);

WHEREAS, Section 1.5(a) of the Financing Plan provides that the City and TIDA, following consultation with TICD, will select any consultants necessary to implement their respective portions of the Financing Plan, including the formation of any IFD and CFD and the completion of any Public Financing, and that the City and TIDA's reasonable out-of-pocket costs that are not contingent upon the completion of a Public Financing will be advanced by TICD pursuant to a deposit agreement to be entered into among the City, TIDA, and TICD,

and TICD shall be entitled to reimbursement of such advances from the proceeds of the Public Financing if authorized by applicable law;

WHEREAS, The City, TIDA and TICD now wish to enter into the deposit agreement described in Section 1.5(a) of the Financing Plan to specify the terms of the advances of funds and reimbursement; and

WHEREAS, The form of a Deposit and Reimbursement Agreement (Treasure Island/Yerba Buena Island) (the "Deposit Agreement") is on file with the Secretary of the Board of Directors; now, therefore, be it

RESOLVED, The Board of Directors hereby approves the form of the Deposit Agreement, in substantially the form on file with the Secretary of the Board of Directors. The Treasure Island Director or his designee is hereby authorized and directed to execute and deliver the Deposit Agreement in substantially the form on file with the Secretary of the Board of Directors, together with such additions or changes as are approved by the Treasure Island Director or his designee upon consultation with the City Attorney. The approval of such additions or changes shall be conclusively evidenced by the execution and delivery by Treasure Island Director or his designee of the Deposit Agreement.

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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 13, 2015.

_____

Jean-Paul Samaha, Secretary

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

EDWIN M. LEE, MAYOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
DRAFT MEETING MINUTES

May 13, 2015 – 1:30PM

Casa de la Vista, Treasure Island
191 Avenue of the Palms, San Francisco, CA 94130

DIRECTORS

V. Fei Tsen, President
Larry Mazzola, Jr., VP
Linda Fadeke Richardson
Hon. Jane Kim (Ex-Officio)

Jean-Paul Samaha, Secretary
Mark Dunlop, CFO
Jeff Kositsky

Robert Beck, Treasure Island Director
Kate Austin, Commission Secretary

ORDER OF BUSINESS

1. Call to Order 1:40pm

Present
V. Fei Tsen
Linda Richardson
Jeff Kositsky
Jean-Paul Samaha

Excused
Larry Mazzola
Mark Dunlop
Supervisor Kim, *Ex-Officio*

2. General Public Comment

Mark Connors, resident, commented on blackouts, faulty cell service, and need for increased muni service. Mr. Connors commented that the youth population is

underserved and highlighted the need for mental health and support services for island residents.
Carol Harvey, reporter, commented on the difficulties of Public Comment and requested that the time allotted for Public Comment be increased.
Betty Mackey, resident, commented on transition housing meetings on-island. Ms. Mackey had asked questions for which she is still awaiting a response.

Director Kositsky responded to Mr. Connors and commented on the status of cell service and providers on island for mental health.
Director Richardson, commented on Public Comment and on-island services.

3. **Report by Treasure Island Director**

Bob Beck, Treasure Island Director, invited Karen Knowles-Pearce, TI/YBI CAB Chair, to report on CAB Meeting.

Ms. Knowles-Pearce commented that the TI/YBI CAB unanimously approved the Major Phase 1 Application at their May meeting.

Mr. Beck commented that the Bliss Dance sculpture will be removed in May to undergo preservation and restoration work. TIDA and MTA's Sustainable Streets Division completed TI residential area street sign replacement. There were two additional power outages, the result of birds in the lines. TIDA will be consulting with SFPD on the uptick in car break-ins. Captain DeFillipio will hold his Southern Station District Community Meeting on TI on June 17th at Ship Shape. Rubicon and TIDA Staff completed a TI irrigation assessment. Kareem Hickman will be leaving the YMCA at the end of the month. The Navy and TIDA have completed legal descriptions, and we hope to close on the transfer before the end of May. TIDA continues to plan for relocations and 90 day notices are expected to be sent out in June.

Carol Harvey, reporter, commented on faulty reception on-island.
Becky Hogue, resident, commented on access, availability, and billing issues she has had with the Health Department.

Director Richardson commented on the mental health section of the clinic services report in the board packet.
Director Tsen commented on Bliss Dance and asked if the sculpture would be coming back to TI.

4. **Communications From and Received by TIDA**

There was no discussion on Communications by Directors.
There was no public comment.

5. **Ongoing Business by Board of Directors**

There was no discussion on Ongoing Business by Directors.
There was no public comment.

6. **CONSENT AGENDA**

a. Approving the Minutes of the April 8, 2015 Special Meeting
b. Resolution Authorizing the Adjustment of Rates for Utility Users on Treasure Island and Yerba Buena Island

There was no public comment.

Director Richardson moved the consent agenda.
Director Samaha seconded the motion.
This item passed unanimously.

7. **Resolution Approving the Major Phase Application for the First Phase of the Treasure Island / Yerba Buena Island Development Program**

Julian Pancoast, CMG, reviewed past meetings, design documents, and revisions. Mr. Pancoast provided an update of the minor changes since last meeting.
Kevin Conger, CMG, presented the bicycle network.
Brad Porter, Moffatt & Nichol, presented on the bus and shuttle shelters.

Director Tsen commented on Sausalito and their issues with too many bicycles and not having enough parking.
Director Richardson commented that the Infrastructure and Transportation Committee approved the plan but needed to see the bicycle networks which were presented today.
Director Richardson asked about stop signs and if each intersection will be studied.
Bike racks will be added in the future as demand increases.
Director Samaha commented on two types of bicycle users, residents and visitors, and asked if bike racks will be available for residents at their homes.
Director Tsen commented she would like to see neighborhood streets narrowed.

Becky Hogue, resident, encouraged the Directors to vote yes.
Janice Li, Bicycle Coalition, commented that she is appreciative of their engagement with TIDA, and looks forward to approval.
Rachel Hiatt, TIMMA, commented on bike use and parking.

Director Richardson moved Item 7.
Director Samaha seconded the motion.
This item passed unanimously.

8. **Resolution Approving the Budget of the Treasure Island Development Authority Fiscal Years 2014-15, 2015-16 and Authorizing the Directors of Treasure Island to Enter into Work-Orders for Services with other City Departments, Professional Services Contracts and Agreements with Service Providers**

Robert Beck, Treasure Island Director, presented the draft budget for FY 15/16 and 16/17.

There was no public comment.

Director Richardson moved Item 8.
Director Kositsky seconded the motion.
This item passed unanimously.

9. **Resolution Authorizing the Treasure Island Director to Execute a Deposit and Reimbursement Agreement Relating to Naval Station Treasure Island Development**

Robert Beck, Treasure Island Director, described the Deposit and Reimbursement Agreement which is intended to allow the developer, Treasure Island Community Development, to advance funding to the City to cover costs related to the formation of a Community Facilities District and Infrastructure Financing District.

There was no public comment.

Director Kositsky moved Item 9.
Director Richardson seconded the motion.
This item passed unanimously.

10. **Discussion of Future Agenda Items by Directors**

There was no Discussion of Future Agenda Items by Directors.
There was no public comment.

14. **Adjourn**

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

Disability Access
The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

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KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE
Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

EDWIN M. LEE, MAYOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA

June 10, 2015 – 1:30PM

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

DIRECTORS

V. Fei Tsen, President
Larry Mazzola, Jr., VP
Linda Fadeke Richardson
Hon. Jane Kim (Ex-Officio)

Jean-Paul Samaha, Secretary
Mark Dunlop, CFO
Jeff Kositsky

Robert Beck, Treasure Island Director
Kate Austin, Commission Secretary

ORDER OF BUSINESS

1. Call to Order and Roll Call

2. General Public Comment
This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held after each item on the agenda.
(Discussion Item)
Estimated Length of Item: 15 minutes

3. Report by Treasure Island Director
This item is to allow the Treasure Island Director to report on Island Operations and Development activities including leasing, health and public safety, utilities, budget, Quality of Life issues, social services and on-Island events, the status of environmental remediation and coordination with the Department of the Navy, interactions with other City and State agencies, progress with Treasure Island Community Development in implementation of the Disposition and Development Agreement and related plans, and other activities related to the transfer and development of the former Naval Station

Treasure Island. *(Discussion Item)*
Estimated Length of Item: 30 minutes

4. Communications From and Received by TIDA *(Discussion Item)*
Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors *(Discussion Item)*
Estimated Length of Item: 5 minutes

6. CONSENT AGENDA *(Action Items)*
Estimated Length of Item: 5 minutes
All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

   a. Approving the Minutes of the May 13, 2015 Special Meeting
   b. Resolution Authorizing the Treasure Island Director to Execute a Grant Agreement with the Boys and Girls Clubs of San Francisco, a California Non-Profit Organization, for the purpose of funding Boys and Girls Clubs of San Francisco's Camp Mendocino tuition for all on-Island youth residents for summer of 2015
   c. Resolution Authorizing the Treasure Island Director to execute a month-to-month Professional Services Agreement with Rubicon Enterprises, Inc. to Provide Landscape Services commencing on July 1, 2015 for an amount not to exceed $602,593
   d. Resolution Approving and Authorizing the Execution of a Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative for Fiscal Year 2015-2016
   e. Resolution Approving and Authorizing the Execution of a Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc., to Provide Janitorial Services For a Month to Month Term, Commencing July 1, 2015 and Ending June 30, 2016 in an Amount not to Exceed $162,600

7. Transitional Housing Rules and Regulations Overview and Yerba Buena Resident Relocations Update *(Informational Item) 40 minutes*

8. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

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TREASURE ISLAND DEVELOPMENT AUTHORITY FINANCIAL STATEMENT
SUMMARY OF REVENUES & EXPENDITURES
Fiscal Year 2014-2015 – Data as of 6/3/2015

REVENUES

Revenue Source	Budgeted Revenue (B)	Actuals (A)	Variance (A-B)	% YTD (A/B)
TI JOINT VENTURE - WINE VALLEY	120,000	-	(120,000)	0%
TIDA SPECIAL EVENTS	430,000	452,195	22,195	105%
COMMERCIAL PAYMENTS	3,840,770	4,090,792	250,022	107%
FILM	35,000	49,000	14,000	140%
YBI CELLSITES/BANNER	325,830	166,486	(159,344)	51%
MARINA	90,000	85,250	(4,750)	95%
HOUSING CAM	479,472	685,987	206,515	143%
JOHN STEWART CO.	3,689,470	1,410,640	(2,278,830)	38%
Total	**9,010,542**	**6,940,350**	**(2,070,192)**	**77%**

EXPENDITURES

Expenditure Type	Revised Budget	YTD Actuals	Encumbrances	Balance
021 NON PERSONNEL SERVICES	(8,673,606)	(1,791,413)	(763,414)	#########
040 MATERIALS & SUPPLIES	(50,264)	(19,417)	(21,423)	(9,424)
081 SERVICES OF OTHER DEPTS	(10,402,530)	(3,325,503)	(4,973,708)	#########
Grand Total	**(19,126,400)**	**(5,136,333)**	**(5,758,545)**	#########

Sources: GSA Accounting. Executive Information System

JOHN STEWART COMPANY

JUN - 2 2015
RB, KA, RR, RC

MEMORANDUM

To: Bob Beck, Treasure Island Director, Treasure Island Development Authority

cc: John Stewart, JSCo; Dan Stone, JSCo; Connie Le, JSCo; Sonya Rosenbach, JSCo; Loren Sanborn, JSCo; Jack Gardner, JSCo; Lynny Lee, JSCo

From: Jeffrey Kohler

Date: 5/8/2015

Subject: **Percentage Rent for Treasure Island Housing Project Sublease for Apr 2015**

Enclosed is our payment of Percentage Rent in the amount of $248,613 for the Apr 2015 period, calculated per the sublease agreement. In addition, the amount disbursed has been reduced by $9,378, recouping 1/36th of prior year audit adjustments outlined in the 2010 Audit per the previous sublease agreement (with an additional $13.00 deduction in final repayment month). As of today we has recouped 34/36th of prior year audit adjustment and the balance will need to recoup is $18,769.00.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of Apr 2015 , actual Total Revenues were about 4.13% above budgeted Total Revenues. Total expenses for Apr 2015 were approximately 8.03% above budgeted for the month. The result was that Funds Available for Apr 2015 Distribution were $271,569 or about 4.43% below budgeted amounts. This is the result of several major ongoing projects including moisture remediation and special island improvement projects as directed by TIDA. These over budgeted expenditures make up 94% of the variance in the amount eligible for % rent distribution.

Calculation of Percentage Rent

Based on operations, a total of $271,569 in adjusted Gross Revenues after costs of operations are available for distribution for the Apr 2015 period. These revenues are distributed as follows:

Apr 2015 Distributions	Apr 2015 Actual	Apr 2015 Budgeted
Available for Distribution	$271,569	$284,166
Percentage rent for TIDA	$257,991	$269,947
Repay Prior overpayment 34 (1/36TH total per period)	-$9,378	
Net Disbursed as percentage rent to TIDA	$248,613	$269,947
Percentage rent for JSCO	$13,578	$14,207

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with new sublease executed at September 2014, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

Comparison to Budget 4/30/2015

Draw 7

	April-15				YEAR TO DATE (T.I.D.A version)			
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance
Total Revenue	944,494	907,048	37,446	4.13%	9,358,316	9,070,504	287,812	3.17%
Marketing Expenses	7,030	6,666	364	5.47%	34,889	66,668	(31,779)	-47.67%
Administrative Expenses	58,306	86,431	(28,125)	-32.54%	825,716	864,348	(38,632)	-4.47%
Utilities	162,647	153,000	9,647	6.30%	1,520,756	1,530,000	(9,244)	-0.60%
Operating and Maintenance	320,215	204,627	115,588	56.49%	2,687,336	2,046,346	640,990	31.32%
Taxes and Insurance	45,075	39,598	5,477	13.83%	443,471	396,004	47,467	11.99%
Asset Mangement Fee	-	-	-	0.00%	9,342	-	9,342	0.00%
Base Rent	52,734	52,251	483	0.92%	527,337	522,511	4,826	0.92%
Reserves	-	11,560	(11,560)	-100.00%	-	115,600	(115,600)	-100.00%
Replacement (excl. anticipated draw)	26,918	68,749	(41,831)	-60.85%	1,279,651	687,502	592,149	86.13%
Total Expenses	672,925	622,882	50,044	8.03%	7,328,497	6,228,979	1,099,518	17.65%
Available for Distribution	271,569	284,166	(12,597)	-4.43%	2,029,820	2,841,525	(811,705)	-28.57%
Available for Distribution	271,569	284,166	(12,597)	-4.43%	2,029,820	2,841,525	(811,705)	-28.57%
TIDA	257,991	269,947	(11,967)	-4.43%	1,928,329	2,699,470	(771,120)	-28.57%
JSCo	13,578	14,207	(630)	-4.43%	101,491	142,079	(40,585)	-28.57%

TIDA % Rent Payback	(9,378.00)	2010 Audit Disbursement Reduction
Net Disbursed as percentage rent to TIDA	248,613.00	

2	Allocation	Draw	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	e
U	eady for occupancy at Beginning of month		519	519	517	517	516	514	
	Aggregate Units Leased and Occupied during month	425	424	424	420	435	435	433	428
		2014	2014	2014	2015	2015	2015	2015	
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	
	REVENUE FROM OPERATIONS								
	Total Gross Rent Potential	1,170,991	1,169,630	1,173,930	1,171,107	1,162,403	1,134,008	1,145,864	1,161,133
	Total Vacancies	(241,561)	(240,797)	(250,150)	(240,653)	(227,518)	(190,202)	(202,813)	
	Financial Income	168	154	152	158	156	176	191	
	Credit Check Revenue								
	Other Revenue	3,472	2,345	2,234	5,341	2,053	2,851	1,253	
	Total Net Revenue	933,070	931,332	926,166	935,952	937,094	946,833	944,494	
	EXPENSES FROM OPERATIONS								
6300	ADMINISTRATIVE EXPENSES								
6210	Advertising/Marketing	-	-	-	-	-	-	3,771	
6250	Credit Reports	14	28	-	42	14	28	-	
6310	Office Salaries (Marketing & On-Site Admin)	18,101	17,853	26,706	18,950	17,935	18,172	14,933	
6311	Office Supplies	3,133	4,689	4,239	3,555	2,470	2,368	3,498	
6320	Management Fee	27,587	27,484	27,502	29,445	26,920	28,385	27,688	
6326	Temporary Services						361	-	
6330	Manager/Supervisor	3,022	11,598	9,805	8,132	7,385	8,176	7,912	
6331	Staff Units	2,950	2,950	2,950	2,950	2,950	2,950	2,950	
6340	Legal/Mediaiton Expenses	1,810	5,120	6,328	1,369	6,332	7,245	4,781	
6350	Audit Fee/Bookkeeping	-	-	-	2,072	-	-	-	
6360	Tel& Answering Service	1,474	1,386	1,525	1,726	1,868	1,115	3,147	
6370	Collection Loss	(516)	-	28,734	-	10,128	(25,825)	(4,706)	
6390	Misc. Admin. Expenses	101	792	81	-	1,149	173	645	
6385	Mileage/Travel	281	222	226	211	263	245	87	
6392	Seminars/Training	-	413	-	-	-	1,715	-	
6396	Computer Charges	933	3,580	5,660	5,627	2,717	2,811	631	
6398	Remediation Expense	1,400	6,393	-	6,542	-	-	-	
	Subtotal: Administrative Expenses	60,289	82,508	113,757	80,620	80,131	47,919	65,336	
	UTILITIES								
6450	Subtotal: Utilities	142,613	142,277	142,277	174,416	162,647	163,020	162,647	
6589	Navy CAM Charge	28,242	28,242	28,242	28,242	28,242	25,712	27,804	
6500	OPERATING AND MAINTENANCE								
6515	Janitorial Supplies	340	812	1,352	-	791	551	-	
6517	Contract Cleaning	1,060	1,230	930	1,300	1,410	1,300	490	
651900&010	Pest -Supp& Contract & Bed Bugs	2,955	10,680	5,975	2,490	1,260	2,100	1,160	
6521	Operation/Maintenance Rent Free Unit	1,905	1,905	1,905	1,924	2,300	1,548	1,924	
6525	Rubbish Removal	30,881	31,442	26,323	42,783	31,246	29,200	34,065	
6530	Security Contract	42,815	27,351	27,399	29,390	18,621	23,646	43,139	
6532	Security Supplies	-	4,932	-	-	-	1,641	-	
6533	Fire Alarm Expenses	1,291	-	-	-	-	-	-	
6534	Tree Maintenance				-	-	850	-	
6537	Grounds Contract	39,097	39,097	41,325	39,097	39,097	39,097	39,097	
6510	Maintenance Payroll	18,658	18,481	22,425	18,304	18,509	17,910	19,073	
6540	Repairs Materials Environ-TIDA Turnovers						2,544	62,680	
6541	Repairs Material	29,887	57,240	43,438	58,343	30,304	31,011	12,281	
6542	Repairs Contract	4,290	(4,324)	29,559	(22,999)	53,257	24,731	1,963	
6543	Plumbing Maintenance	22,075	11,998	36,160	(2,113)	4,679	31,032	19,009	
6544	Electric Maintenance	5,008	7,820	3,767	(21,901)	1,411		-	
6546	Heating and Cooling	4,923	2,720	11,390	2,233	890	13,417	10,361	
6553	Appliance Repairs	412	-	-	-	-	709	(204)	

t Allocation		Draw	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	ge
eady for occupancy at Beginning of month			519	519	517	517	516	514	
Aggregate:Units Leased and Occupied during month		425	424	424	420	435	435	433	428
		2014	2014	2014	2015	2015	2015	2015	
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	
6560&6561	Painting and Decorating Supply & Contracts	1,880	3,244	-	1,295	3,882	5,232	36	
6570	Vehicle Lease	1,925	16,248	952	1,976	2,613	408	1,208	
6590	Misc. Oper and Maintenance	3,855	5,000	5,000	7,014	1,161	5,785	1,843	
6573	Uniform/Laundry Service	-	238	447	75	410	222	1,349	
6574	Repairs contract Other	53,165	29,397	32,262	33,277	-	12,240	42,937	
6596	Fire Damage Costs								
7230	Interior Replacement (eligible for RR Draw)	85,402	60,760	156,975	51,689	42,344	83,614	20,696	
7220	Appliance Replacement (eligible for RR Draw)	18,673	-	3,360	7,408	16,192	-	2,687	
7260	Relocation Expense								
7240	Exterior Replacement (eligible for RR Draw)	21,255	23,763	52,138	107,487	64,357	8,587	3,535	
	Subtotal: Operating and Maintenance	391,754	350,033	503,083	359,073	334,735	337,376	319,329	
6700	TAXES/INSURANCE								
6710	Taxes -- Real Estate								
6711	Payroll Taxes	3,725	4,344	6,634	6,691	4,586	2,665	3,787	
6790	Misc Licenses/Permits	-	-	-	-	-	-	-	
6720	Property Insurance (inc.Insurance Claims and YTD adj)	21,275	22,006	22,503	22,171	22,171	22,171	22,171	
6802	Insurance Claims Expense	-	-	-	-	-	-	-	
6841	Interest on secuirty deposit	-	-	-	-	-	-	-	
6721	Fidelity Bond	201	201	201	201	201	201	201	
6722	Workers Compensation	3,350	3,939	4,354	3,804	4,041	3,246	3,024	
6723	Emp Health and Life Insurance (excludes 401(k))	5,749	5,749	5,749	5,664	5,668	5,668	5,659	
6723-010	401(K) Matching Contriution estimate	610	610	610	-	1,220	611	1,323	
6710	Possessory Interest Tax	8,910	8,910	8,910	8,910	8,910	8,910	8,910	
7137	Asses Management Fee (5% GL 6574 reimb per TIDA)	-	-	-	-	-	-	-	
7140	**Base Rent Payment**	52,734	52,734	52,734	52,734	52,734	52,734	52,734	52,734
	Subtotal: Taxes/Insurance	96,553	98,492	101,694	100,175	99,531	96,206	97,809	
6900	Community Center	-		7,500	-	-	-	-	
6991	Recreation Salaries	-	359	-	-	-	-	-	
6992	Recreation Supplies	795	-	-	-	-	-	-	
	Subtotal: Services	795	359	7,500	-	-	-	-	
TOTAL OPERATING EXPENSES		720,246	701,911	896,553	742,526	705,285	670,234	672,925	
Less Reserves		-	-	-	-	-	-	-	
TOTAL EXPENSES		720,246	701,911	896,553	742,526	705,285	670,234	672,925	
Total Expenses Net of Environmental		720,246	701,911	896,553	742,526	705,285	670,234	672,925	
		-	-	-	-	-	-	-	

% Allocation	Draw [illegible]	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	[illegible] 10
[illegible] eady for occupancy at Beginning of month	[illegible]	519	519	517	517	516	514	[illegible]
Aggregate Units Leased and Occupied during month	425	424	424	420	435	435	433	428
	2014	2014	2014	2015	2015	2015	2015	
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
DISBURSEMENT OF REVENUES	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
Total Gross Rent Potential	**1,170,991**	**1,169,630**	**1,173,930**	**1,171,107**	**1,162,403**	**1,134,008**	**1,145,864**	**1,161,133**
Total Net Revenue	**933,070**	**931,332**	**926,166**	**935,952**	**937,094**	**946,833**	**944,494**	**936,420**
Less Base Rent	(52,734)	(52,734)	(52,734)	(52,734)	(52,734)	(52,734)	(52,734)	(52,734)
Less Operating Expenses	(611,683)	(593,451)	(788,076)	(632,105)	(597,390)	(563,403)	(564,699)	
Less CAM Charge	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(25,712)	(27,804)	
Less Replacement Reserve Funding	-	-	-	-	-	-	-	
Management Fee	**(27,587)**	**(27,484)**	**(27,502)**	**(29,445)**	**(26,920)**	**(28,385)**	**(27,688)**	**(27,859)**
Less Marketing Fee	-	-	-	-	-	-	-	
Addback Int security deposits								
Total Operating Expenses	(720,246)	(701,911)	(896,553)	(742,526)	(705,285)	(670,234)	(672,925)	
Revenues Net of Operating Expenses	212,824	229,421	29,613	193,426	231,809	276,599	271,569	
Revenues Remaining for Distribution in Percentage Rent	212,824	229,421	29,613	193,426	231,809	276,599	271,569	
TIDA Share of Revenues (Percentage Rent)	(202,182)	(217,950)	(28,132)	(183,755)	(220,219)	(262,769)	(257,991)	(196,143)
JSCo Share of Revenues (Percentage Rent)	**(10,642)**	**(11,471)**	**(1,481)**	**(9,671)**	**(11,590)**	**(13,830)**	**(13,578)**	**(10,323)**
Total Percentage Rent Disbursed	(212,824)	(229,421)	(29,613)	(193,426)	(231,809)	(276,599)	(271,569)	
Ending Balance Gross Revenues	(0)	0	0	0	(0)	(0)	0	

JOHN STEWART COMPANY

MAY 12 2015
RB KR, FILE

MEMORANDUM

To: Mirian Saez, Director of Operations
Treasure Island Development Authority
City of San Francisco
410 Palm Avenue
Building 1, 2nd Floor
San Francisco, CA 94130

Date: April 4, 2014
RE: Base Rent Adjustment for the April 2014 to March 2015 period

Per the Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority and the John Stewart Company, the Base Rent for the Sublease must be adjusted using a "CPI Adjustment" (Section 15.2). The agreement specifies that the adjustment will use the CPI for Urban and Wage Earners and Clerical Workers published most immediately preceding the Adjustment Date and compare this to the Index published most immediately preceding the prior Lease Year.

The CPI for the San Francisco-Oakland-San Jose area is attached (from the United State Department of Labor, Bureau of Labor Statistics).

Based on the underlying sublease agreement language, the underlying $500,000 base rent is inflated by CPI increase between 2013 and 2014. Base rent for the 2013-14 periods has been 620,191.00. The Base Rent for 2014-15 is therefore adjusted as follows:

Year over year adjustment from 2013 to 2014 is 245.148/240.262 = 1.02034 (see attached)

The new Base Rent adjustment for the upcoming period is:

(620,191.00) X (1.02034) = 632,806.00 (or 52733.67 monthly)

The adjusted Base Rent payments as prescribed under the sublease will thus be adjusted to $52,733.67 monthly for the April 2014 to March 2015 period.

Sincerely,

Jeffrey Kohler

Attachments

Cc: John Stewart, JSCo
Connie Le, JSCo
Lynny Lee, JSCo
Dan Stone, JSCo
Loren Sanborn, JSCo
Paula Schlunegger, JSCo
Jack Gardner, JSCo

Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of June 5, 2015

Location / Facility	No.	Status (new / expired)	Company Name / Prospective Subtenant	Start Date	Leasehold Type	Sq. Ft.	Annual Rent
Building 1 Suite 32	974	New	Mike Delane, an individual	6/1/15	Office	900	$12,000.00
Land at 9th	975	New	BAAQMD	7/1/15	Air Monitoring	25	9,600.00
Avenue H	P-971	New	NCRFU	5/29/15	Event	N/A	$500.00
Avenue of the Palms	P-972	New	Kim Comeaux Production Services, Inc.	5/19/15	Film	N/A	$1,000.00
Building 180 Lot	P-973	New	Hoff Productions	6/5/15	Film	N/A	$1,000.00
Hangar 3 Lot	P-976	New	Sandbox Studios LLC	5/30/15	Photo	N/A	$500.00
Hangar 3 Lot	P-977	New	Yella, Inc	5/22/15	Film	N/A	$2,000.00
Building 1	P-977	New	Alameda Outdoor Market	7/18/15	Event	N/A	$4,500.00
Building 1 Suite 216	P-979	New	World of Wonder Productions, Inc.	5/27/15	Film	N/A	$2,000.00
Avenue of the Palms	P-970	New	Perdersen Media Group, Inc.	5/9/15	Film	N/A	$1,000.00
Avenue H between California and 3rd	P-971	New	NCRFU	5/29/15	Event	N/A	$500.00
Casa de la Vista	E-134	New	Sol Rouge, LLC	10/23/15	Event	N/A	$5,000.00
Building 1	E-135	New	Sol Rouge, LLC	6/6/15	Event	N/A	$4,500.00

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors

From: Bob Beck, Treasure Island Director

Date: June 5, 2015

Re: Use Permit and Film Permit Waivers

The following waivers were granted for the months of May and June 2015:

US Army, Helicopter Landing, May 12, 2015

Treasure Island Museum Association, Meeting. May 23, 2014

TIDA, Meeting, May 27, 2014

Treasure Island Community (TIC), Special Event, June 5, 2015

May 2015 Treasure Island Crime Statistics
Provided by Officer J. O'Keeffe #681
on behalf of Captain DeFilippo, Southern Station

Occ. Date	Case #	Location	Incident Type	Comments
1-May-15	150-377-638	875 10th St	Stolen Vehicle	Vehicle stolen while parked between 10pm-11pm.
2-May-15	150-381-510	655 Avenue H	Stolen Vehicle	Vehicle stolen 5/1 between 6pm-5/2 11am. Vehicle located 5/2 2pm at 100 Avenue D.
2-May-15	150-382-035	100 Avenue D	Found License Plate	Stolen Ca license plate was located and booked at CO. B as evidence.
3-May-15	150-384-990	66 Clipper Cove	Auto Boost	Vehicle parked between 4pm-5pm was boosted while parked. The rear window was shattered and several personal items were taken from the vehicle.
3-May-15	150-385-001	66 Clipper Cove	Auto Boost	Vehicle parked between 1:15pm and 4:45pm. Rear driver's side window was shattered and personal items were taken from the vehicle.
4-May-15	150-385-976	1149 Ozbourn Ct	Suspicious Occurrence	Reportee reported a suspicious incident with a co worker.
4-May-15	150-386-510	1236 Northpoint Dr	Stolen License Plate	Vehicle license plate was stolen.
4-May-15	150-388-130	1 Hillcrest Rd	Assault	V witnessed a S break into a vehicle. V approached S, who then threatened the v with a pick ax. The S was located by PD and arrested.
5-May-15	150-389-382	275 California Ave	Threatening phone calls	V, job corp student, has been receiving threatening phone calls from a family member regarding a dispute over money.
5-May-15	150-389-809	1234 North point Dr	Missing/found Adult	Adult reported missing. Adult returned home a day late from a trip on 5/6/15.
8-May-15	150-402-677	60 Clipper Cove	Auto Boost	Vehicle was boosted while parked between 9:30pm-9:35pm. S shattered the rear passenger window of the vehicle. Personal items and a large sum of cash was taken out of the vehicle.
8-May-15	150-402-752	200 California Ave	Auto Boost	Vehicle was boosted while parked between 9:45pm-10:10pm. S shattered the rear passenger window. Personal items were taken from the vehicle.
8-May-15	150-401-481	1128 Reeves Ct	Battery	V called 911 after being hit in the face by an aquaintance. V was transported to the hospital and the S was placed under arrest by PD.
8-May-15	150-402-730	200 California Ave	Vandalism	Vehicle was left parked at 9:45pm. While parked S shattered the rear passenger window. Nothing was taken out of the vehicle.
10-May-15	150-406-362	800 Avenue H	Robbery	S, wearing a mask approached the V, who was wearing headphones while working on his computer. S punched V in the side of the face, grabbed the laptop and fled the scene in a mercedez.
10-May-15	150-406-726	66 Clipper Cove	Vandalism	V reported that the windshield of his parked vehicle was shattered between 5/9/15-5/10/15.

May 2015 Treasure Island Crime Statistics
Provided by Officer J. O'Keeffe #681
on behalf of Captain DeFilippo, Southern Station

10-May-15	150-408-318	60 Clipper Cove	Recovered Stolen Vehicle	Patrons at a bar called 911 after a suspicous male parked his cehicle and entered the bar. The male appeared to be heavily intoxicated. Police arrived and identified the driver. The driver had been driving a stolen vehicle. He was arrested.
10-May-15	150-408-584	Bay Bridge E/B Western Span	Suspicious Occurrence	An off duty SF police officer witnessed a vehicle stopped on the bay bridge. The driver was out of the vehicle and suspiciously looking over the edge of the bridge.
11-May-15	150-411-399	275 California Ave	Missing/found Adult	Student at Job corp did not return back to Job Corp. Student returned 5/13/15.
12-May-15	150-415-727	620 Avenue M	Vandalism	V reported that a company trailer was vandalized while parked on the street between 5/10/15-5/12/15. The trailed had fresh painted graffitti on the side of it's trailer.
14-Apr-15	150-418-345	275 California Ave	Missing Juvenile	Job Corp reported a Juvenile missing because she had not returned back to the program.
14-May-15	150-419-434	1410 Flounder Ct	Battery	V reported that an aquaintance, S, hit her in the face after arguing over a 'piece of chicken.' S was arrested on scene.
15-May-15	150-424-370	TI Main Gate	Vehicular accident	Two vehicles involved in an vehicular accident.
17-May-15	150-430-634	51 California Ave	Auto Boost	Vehicle boosted at 3:40pm. V parked his vehicle and began taking photos of the view. 2 suspects were seen fleeing from V's vehicle. The suspects fled in a Honda Accord. Camera equipment was taken from the vehicle.
18-May-15	150-433-161	200 California Ave	Vandalism	Vehicle parked between 2:55pm-3:30pm. Unknown S shattered the trunk window of the vehicle.
20-May-15	150-440-467	1433 Halibut Ct	Mental Health Detention	Subject was detained per 5150 WI and transported to San Francisco General Psychological Services for further evaluation.
20-May-15	150-441-170	601 California Ave	Auto Boost	V parked his vehicle to 'roam the island to take pictures.' The vehicle was left parked between 8pm-8:20pm. When V reuturned to the vehicle, three of the vehicle's windows were shattered and his personal items had been take out of the vehicle.
20-May-15	150-447-742	850 Avenue H	Burglary	Warehouse burglarized between 7pm 5/20/15-7pm 5/21/15. S damaged the padlocks on the storage space. S entered and left with several kitchen items and a bicycle.
26-May-15	150-459-195	1205 Bayside	Trepassing	S was located inside a vacant apartment. S was arrested for tre
28-May-15	150-464-655	698 California Ave	Theft	S stole a plasma television from a classroom. Television was last seen on 05/2415 at 5pm. The classroom door was found unlocked.
28-May-15	150-464-592	800 Avenue M	Theft	SFFD reported that while the Station was moving to another facility, several items were placed into storage. It was discovered that a set of weights and racks were missing from the storage unit.
30-May-15	150-473-515 / 150-473-543	401 California St	Auto Boost	Two vehicles were boosted between 9:30pm-10:30pm.

LEGEND: (V) = Victim (S) = Suspect (J) = Juvenile

TI01 - TI Case Summary

Open

CASE ID	OPEN DT	CLOSED DT	CATEGORY	TYPE	LOCATION	OTHER DESCRIPTION	AGENCY
3084128	11/20/2013 8:56:59 AM		Street Defects	Pavement_Defect	Intersection of TREASURE ISLAND RD and		DPW BSSR
3612259	5/5/2014 6:22:43 AM		Tree Maintenance	Trees - Damaged_Tree	Intersection of NIMITZ LN and	2 very dead and large broken tree limbs,,,waiting to fall on below roadway and probably damage cars and/ kill someone. Also 2 blown down Gum trees that probably also should be ,,,obvious	DPW BUF
3864749	7/28/2014 1:43:33 AM		Streetlights	Streetlight - Light Burnt Out	Intersection of I-80 E OFF RAMP and I-80 W ON RAMP	Pole R30	PUC Power
3871829	7/29/2014 11:57:24 PM		Streetlights	Streetlight - Light Flickering On Off	1201 BAYSIDE DR, SAN FRANCISCO, CA. 94130	Replaced 400 watt hps	PUC Power
4239239	11/24/2014 12:35:02 PM		Street Defects	Pavement_Defect	Intersection of 13TH TI ST and AVENUE E		DPW BSSR
4285097	12/9/2014 10:05:01 AM		Street Defects	Pavement_Defect	Intersection of HILLCREST RD and TREASURE ISLAND RD	Hillcrest Rd -- For Front End Loader (FEL): What?.To clean the debris off the road, Debris is causing traffic hazard. dump the debris on the Treasure Islands, Chris	DPW BSSR
4293046	12/11/2014 10:04:40 AM		Sewer Issues	Flooding	Intersection of OZBOURN CT and	Catch basin behind 1141-F and another behind 1133H mason. Riser pump at 1133 mason working. These	PUC Sewer
4456099	2/3/2015 3:22:19 PM		Streetlights	Streetlight - Light Burnt Out	106 FOREST RD, SAN FRANCISCO, CA. 94130	106 Forest Rd on Yerba Buena Island --- light out	PUC Power
4512047	2/21/2015 8:54:16 AM		General Requests	puc - sewer - request_for_service	1307 GATEVIEW AVE, SAN FRANCISCO, CA, 94130	1307 Gateview Ave -- Line needs a Vactor need vactor TI- called gene Cruz***** Send To: PUC - Sewer - G	PUC Sewer
4593557	3/20/2015 11:07:50 PM		Streetlights	Streetlight - Light_Burnt_Out	Intersection of 9TH TI ST and AVENUE OF THE PALMS	Street light is out. Directly at the turn from avenue of the palms onto B street	PUC Power
4675098	4/18/2015 9:31:33 AM		General Requests	tida - tida - request_for_service	Intersection of 9TH TI ST and AVENUE H	Baseball field number 3 --- Behind the 1st base there is a pipe that is leaking water about 10 drips every second at baseball field number 3	TIDA

Closed

CASE ID	OPEN DT	CLOSED DT	CATEGORY	TYPE	LOCATION	OTHER DESCRIPTION	AGENCY
4641611	4/6/2015 3:08:45 PM	4/7/2015 2:31:19 PM	General Requests	dph - environmental_health - request_for_service	Intersection of 13TH TI ST and AVENUE M	Near 990 13th St on Treasure Island -- Employees of this beverage company witnessed an unnamed food truck use a hose to dump cooking grease and possible other hazardous materials into a port at the filling station next door to the beverage company. Now the waste is going into the property of the beverage company. This is affecting both public and private property. Customer just wanted to report this.	DPH EH
4647048	4/8/2015 9:52:55 AM	4/8/2015 11:26:08 AM	Graffiti Public Property	Not_Offensive Graffiti on Public Property	Intersection of GATEVIEW AVE and NORTHPOINT DR	On Gateview, between Northpoint and Bayside --- Gang tags on a Muni Bus Shelter	SSD - Field Operations
4648499	4/8/2015 5:32:19 PM	4/8/2015 8:12:32 PM	Sewer Issues	Water_leak	Intersection of 9TH TI ST and AVENUE B		PUC Water
4677342	4/19/2015 11:52:53 AM	4/20/2015 8:49:40 AM	General Requests	puc - puco - complaint	115 FOREST RD, SAN FRANCISCO, CA, 94130	115 A Forest Rd. Yerba Buena Island San Francisco 94130 --- NO Water in the Unit	PUC Administrative
4681750	4/20/2015 7:33:06 PM	4/22/2015 8:07:28 AM	Damaged Property	Damaged Transit_Shelter_Platform	Intersection of GATEVIEW AVE and MASON CT	gateview & mason --- Caller stating there is a broken seat at the bus shelter... it has been broken for 2 yrs and she has reported it "countless times"	SSD - Field Operations
4704304	4/28/2015 7:35:33 PM	4/28/2015 8:00:51 PM	Streetlights	Streetlight - Light_Burnt_Out	1310 GATEVIEW AVE, SAN FRANCISCO, CA, 94130	all streetlights and housing in the area --- complete treasure island power outage	PUC Power
4726398	5/7/2015 11:51:27 AM	5/11/2015 2:00:14 AM	General Requests	dpw - bses - request_for_service	Intersection of 12TH TI ST and AVENUE B	irrigation sprinklers on the grass area causing run off watering everday apx 1030a-1100a -- caller reports water wasting they are watering the grass everyday causing run off	DPW BSES
4757159	5/19/2015 9:07:37 AM	5/19/2015 9:21:15 AM	Graffiti Public Property	Offensive Graffiti on Public Property	Intersection of AVENUE B and GATEVIEW AVE	Graffiti and broken glass all over bus shelter and sidewalk and grass around bus stop at avenue B and Gateview	SSD - Field Operations
4757166	5/19/2015 9:09:01 AM	5/20/2015 5:54:54 AM	Graffiti Public Property	Offensive Graffiti on Public Property	1215 BAYSIDE DR, SAN FRANCISCO, CA. 94130	Graffiti and broken glass and broken bus shelter bench	SSD - Field Operations
4757186	5/19/2015 9:12:35 AM	5/20/2015 6:30:39 PM	Damaged Property	Damaged Benches_on_Sidewalk	Intersection of 9TH TI ST and AVENUE OF THE PALMS	Fence collapsed and is rusty with sharp edges and dangerous as it along outer banks of park at 9th avenue and avenue of the palms	311 Operations
4763388	5/21/2015 8:01:05 AM	5/26/2015 6:52:04 AM	Abandoned Vehicle	Abandoned Vehicle - Car4door	1312 GATEVIEW AVE, SAN FRANCISCO. CA. 94130		SSD - Enforcement

AGENDA
NAVAL STATION TREASURE ISLAND
ENVIRONMENTAL RESTORATION ADVISORY BOARD MEETING
Tuesday, 21 April 2015
Casa de la Vista Building 271, Treasure Island
MEETING NO. 176

I. WELCOME REMARKS AND AGENDA REVIEW

7:00 – 7:05 **Welcome, Introductions**
Lead: Keith Forman, Navy Co-Chair

7:05 – 7:10 **Agenda Review**
Lead: Alice Pilram, Community Co-Chair

II. OLD BUSINESS

7:10 -7:20 **RAB meeting Minutes Approval**
Lead: Keith Forman, Navy Co-Chair

7:20 – 7:30 **BRAC Cleanup Team Update**
Leads: DTSC and Water Board

III. NEW BUSINESS

7:30 – 8:25 **Upcoming Site 12 Field Work -Westside/Bayside/NorthPoint**
Leads: Chris Yantos and Patricia McFadden, Navy
Presentation Q&A : RAB
Presentation Q&A : Community

8:25– 8:35 **Document Tracking Sheet and Field Schedule**
Lead: Dave Clark, Navy

8:35 – 8:45 **Co-Chair Announcements and Future Agenda Items**
Leads: Alice Pilram and Keith Forman

IV. COMMENTS ON NON-AGENDA ITEMS

8:45 – 9:00 **Community Question and Answer Period**
Lead: Keith Forman, Navy Co-Chair

9:00 **Adjourn**

Next Regular Meeting: No May 2015 Meeting

7:00 pm Tuesday, 16 June 2015
Casa de la Vista, Treasure Island

Next Treasure Island Citizen's Advisory Board (CAB) Meeting: See the web site for latest dates and times for future meetings: www.sftreasureisland.org

Next Interim RAB Community Member Conference Call:

7:00 p.m. Tuesday, 26 May 2015
Call-In Number: 1- 866-738-8583
Participant Code: 6153166

Navy BRAC Web Site: http://www.bracpmo.navy.mil (click on map for Treasure Island)

Navy San Diego Office Address:

BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE WEST
NAVAL FACILITIES ENGINEERING COMMAND
1455 FRAZEE ROAD, SUITE 900
SAN DIEGO, CA 92108-4310

AGENDA
NAVAL STATION TREASURE ISLAND
ENVIRONMENTAL RESTORATION ADVISORY BOARD MEETING
Tuesday, 9 December 2014
Casa de la Vista Building 271, Treasure Island
MEETING NO. 174

I. WELCOME REMARKS AND AGENDA REVIEW

7:00 – 7:05 **Welcome, Introductions**
Lead: Keith Forman, Navy Co-Chair

7:05 – 7:10 **Agenda Review**
Lead: Alice Pilram, Community Co-Chair

II. OLD BUSINESS

7:10 -7:20 **RAB Application Vote**
Lead: Alice Pilram

7:20 -7:30 **RAB meeting Minutes Approval**
Lead: Keith Forman, Navy Co-Chair

7:30 – 7:40 **BRAC Cleanup Team Update**
Leads: DTSC and Water Board

III. NEW BUSINESS

7:40 – 8:00 **Treasure Island 2014 Year in Review**
Leads : Keith Forman and Dave Clark, Navy
Presentation Q&A : RAB
Presentation Q&A : Community

8:00 – 8:15 BREAK: Additional time to enjoy holiday potluck items

8:15 – 8:35 **Treasure Island 2015 Planned Work**
Lead: Keith Forman and Dave Clark, Navy
Presentation Q&A : RAB
Presentation Q&A : Community

8:35– 8:45 **Document Tracking Sheet and Field Schedule**
Lead: Dave Clark, Navy

8:45 – 8:50 **Co-Chair Announcements and Future Agenda Items**
Lead: Alice Pilram, Community Co-Chair

IV. COMMENTS ON NON-AGENDA ITEMS

8:50 – 9:00 **Community Question and Answer Period**
Lead: Keith Forman, Navy Co-Chair

9:00 **Closing Remarks**
Lead: Co-Chairs

Next Regular Meeting: No January 2015 Meeting

7:00 pm Tuesday, 17 February 2015
Casa de la Vista, Treasure Island

Next Treasure Island Citizen's Advisory Board (CAB) Meeting: See the web site for latest dates and times for future meetings: http://www.sfgov.org/treasureisland

Next Interim RAB Community Member Conference Call:

7:00 pm. Tuesday, 27 January 2015
Call-In Number: 1- 866-738-8583
Participant Code: 6153166

Navy BRAC Web Site: http://www.bracpmo.navy.mil (click on map for Treasure Island)

Navy San Diego Office Address:

BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE WEST
NAVAL FACILITIES ENGINEERING COMMAND
1455 FRAZEE ROAD, SUITE 900
SAN DIEGO, CA 92108-4310

FINAL
Former Naval Station Treasure Island
Restoration Advisory Board (RAB) Meeting Minutes

Meeting 174 09 December 2014

Community Restoration Advisory Board (RAB) Members in attendance:
John Gee, Becky Hogue, Alice Pilram (Community RAB Co-Chair), Dale Smith

Department of the Navy and Regulatory Agency RAB Members in attendance:
Keith Forman, Navy RAB Co-Chair
Remedios (Medi) Sunga, Department of Toxic Substances Control (DTSC)
Myriam Zech, San Francisco Bay Regional Water Quality Control Board (Water Board)

Other Navy and Regulatory Staff and Consultant Representatives in attendance:
Bryce Bartelma, Navy
Dave Clark, Navy
Yashekia Evans, Tetra Tech, Inc.
Derek Farmer, Tetra Tech, Inc.
Danielle Janda, Navy
Jessica O'Sullivan, Tetra Tech, Inc.
Ray Schul, Chicago Bridge & Iron (CB&I)
Tommie Jean Valmassy, Tetra Tech, Inc.

Public Guests in attendance:
Robert Beck, Treasure Island Development Authority (TIDA)
Carol Harvey
Carlos Herdia, resident
Erik Lundgren, resident
Kathryn Lundgren, resident, Treasure Island Health Network (TIHN)
Damian Ochoa, resident
Liz Wagner, NBC Bay Area
Melanie Williams, resident

Welcome Remarks and Agenda Review
Keith Forman (Base Realignment and Closure [BRAC] Environmental Coordinator [BEC]) opened the December RAB meeting for the Former Naval Station Treasure Island (NAVSTA TI) held at the Casa de la Vista (Building 271) on Treasure Island (TI).

Alice Pilram (RAB Community co-chair) reviewed the agenda (Attachment A). Mr. Forman noted the meeting will follow the same format, with public comment and questions being timed for 2 minutes to allow everyone a chance to speak while adhering to the schedule.

Old Business – New RAB Member Vote
Ms. Pilram said the RAB received a membership application from resident Becky Hogue. RAB members have had the opportunity to review the application and voted to welcome Ms. Hogue to the board.

Old Business – RAB Minutes Approval
The RAB had no comments on the meeting minutes for October 2014, Meeting 173. The minutes were approved as final.

Old Business – BRAC Cleanup Team Update
Medi Sunga (DTSC) said DTSC has been working with the California Department of Public Health (CDPH) to review radiological documents, including the 1400 Series housing radiological report. DTSC also reviewed the first basewide Five-Year Review and some transfer-related documents. Ms. Sunga said she also reviewed responses to comments, including those on the Site 6 Record of Decision (ROD) and the Site 27 Remedial Action Completion Report.

Dale Smith (RAB member) said the CD enclosed with the Site 6 Record of Decision was in a flimsy plastic envelope. The container allowed the CD to cut the envelope along the walls, fall out, and get scratched, making the CD unreadable. Mr. Clark said he will look into the matter and ask contractors to use a sturdier container for CDs.

New Business – 2014 Look Back
Mr. Forman and Mr. Clark presented the 2014 Look Back presentation (Attachment B). Mr. Forman said the presentation will review the status of the cleanup sites under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), which is the federal law guiding the cleanup. Mr. Forman reviewed the CERCLA steps and showed a map indicating the progress of the open sites in the CERCLA process. Mr. Forman said the presentation will also review the 2014 progress in the radiological program as well as the progress related to land transfer.

Mr. Forman said there are currently eight open CERCLA sites; in 2013 there were nine, but during 2014 the Navy closed Site 33. Three of the open sites are located on Yerba Buena Island (YBI) and the cleanup is on hold until Caltrans demobilizes from the area. Mr. Clark said Caltrans is using several areas of YBI for the deconstruction of the old eastern span of the Bay Bridge and should finish in late 2016.

Mr. Forman said the Navy recently signed the Site 6 ROD, which is a significant milestone. It is being signed by DTSC and the Water Board, then the Navy can move to the next step in the CERCLA process (remedial design).

Mr. Forman said a lot of work was done in Site 12 during 2014, including a removal at Bigelow Court and a data gaps investigation. There were also radiological investigations. During 2014, the Navy also continued to plan a significant amount of work to be done at Site 12 in 2015, which will be discussed during the next presentation.

Mr. Forman said many documents were finalized this year. They include the Community Relations Plan Update, the Historical Radiological Assessment Supplemental Technical Memorandum (HRASTM), and the Finding of Suitability to Transfer (FOST). Mr. Forman said the Navy will tender property to the City of San Francisco, and then the city will officially accept it. Bob Beck (TIDA) said the San Francisco Board of Supervisors has already voted to accept the property, so now it is a matter of administrative processes such as confirming the title to the property and insurance. In addition, the focused feasibility study for Site 24 was also finalized, and a Proposed Plan (PP) and related public meeting will take place in 2015.

Mr. Forman said the Navy completed the first basewide Five-Year-Review for NAVSTA TI in 2015. Any site with a ROD that requires a remedy or controls must be evaluated to verify the cleanup solutions are still effective. Mr. Forman said the document is a summary that provides a state-of-the-program update and covers all sites, and not just the ones with a remedy in place. Mr. Clark said Site 31 was restored in 2014, and the nearby intersection that was closed for some time has now been re-opened. The remedial action completion report for Site 27 that included a survey of the depth to sediment bottom of this off-shore site was also completed in 2014.

Mr. Forman reviewed the progress of the radiological program for 2014. Site 6 is currently being scanned and soil samples are being collected. The goal is to gain radiological free-release for the site from the CDPH. In Site 12, the Navy scanned all accessible areas such as roadways, open spaces, and back yards. During the summer of 2014, the Navy completed interior scans of all residences on TI. Mr. Forman said that as a result the Navy has data for all publicly accessible areas of Site 12.

Mr. Forman said the excavation at Bigelow Court was completed in layers, removing and then scanning a foot of soil at a time. Mr. Clark said the excavation allowed the Navy to study the area, and the Navy did not find what would typically be expected at a solid waste disposal area (SWDA), such as industrial debris, drums, ash, and construction debris. The soil was generally clean and did not have debris. Although Bigelow Court was designated as an SWDA, any contamination there is likely from construction grading and historical surface storage activities.

Mr. Forman and Mr. Clark reviewed a map indicating the property that will be transferred to the city within the next 60 days. There have been four FOST documents, so property from all four will be conveyed in this initial transfer. Mr. Clark noted there are some areas on the map that were already transferred to other federal agencies (known as a "fed-to-fed transfer") such as Coast Guard and Department of Labor Job Corps property. Mr. Forman noted that Building 1, the administration building, is one of the structures being transferred. The Navy maintains a Caretaker Site Office at Building 1, and will then be a tenant rather than a landlord after the transfer.

Mr. Forman asked for questions from the RAB. Dale Smith (RAB member) said the maps in the presentation indicate that all land on YBI belongs to either the Coast Guard or the Navy. However, she recalls there being some property that specifically still belongs to the Army. Ms. Smith said she believes it is the torpedo building and saw it listed as Army property on a map in the screening-level ecological risk assessment for YBI. Mr. Clark agreed that is an important detail to work out before transfer and said he will look into it.

Ms. Smith asked why, during interior residential radiological scans, the technicians paused and took a static reading in the doorway only, as noted in the Draft Radiological Housing Scan Completion Report. Raymond Schul (CB&I) said his team set up a 1-meter-square-grid pattern within each unit, and within each square a static reading was also collected. Ms. Smith said that is unclear in the document and added there is language saying the team obtained a few "unexpectedly low" readings. Mr. Schul said there was nothing significantly lower than expected, and that information will also be clarified in the document.

Ms. Smith asked if every single building, even those not leased, was inspected. Mr. Clark said every building that is leased to TIDA, whether it is vacant or occupied, was scanned. Some buildings that are not leased and will not be leased in the future were not scanned. Some of those buildings are subject to the non-time-critical removal action, in which case they are radiologically scanned before they are demolished. Others not being demolished will be scanned as well as part of a separate project.

Mr. Forman asked for questions from the community. Melanie Williams (resident) said she is a long-term resident and wants to know if she and her children are safe on Treasure Island. She asked if the Navy representatives present would have a problem living on Treasure Island. Mr. Clark said he would not have a problem living on Treasure Island. He added that he is a member of the technical staff, deals with the environmental findings and issues daily, has a full understanding of them, and would have no problem living on Treasure Island.

Kathryn Lundgren (resident) said she is not comfortable living on Treasure Island. Ms. Lundgren said she believes the Navy knew the full extent of environmental conditions on TI; otherwise, the Navy never would have included restrictions in the residential leases. Ms. Lundgren said she is concerned that tenants are being offered reused items from buildings that are being demolished. Mr. Forman said the housing provider is given some of the siding, if requested, to use in place of weathered siding in areas. Ms. Lundgren said she is concerned that Mr. Forman said, during the November bus tour, that the stockpile of dirt came from the Doyle Drive project in the Presidio in San Francisco, and she does not believe that is a clean area. Mr. Forman said he is not familiar with the Doyle Drive project and does not recall making that comment during the tour. Mr. Forman asked Ms. Lundgren to provide her list of questions so he can get them all answered because she had gone over her 2-minute limit.

Carol Harvey said she is a journalist, and also lives in the San Francisco marina district. She said she believes the Navy knew Halyburton and Bigelow Courts were toxic because they never let civilians live there. Mr. Forman said the Navy allowed the city to lease NAVSTA TI property with the restriction that there be no digging, since the area had not yet been fully investigated through the entire CERCLA process and this was documented in the original Finding of Suitability to Lease (FOSL). What the Navy did not know was the extent of the contamination before further investigations were conducted. Mr. Clark said an initial site investigation was conducted after base closure, and it was determined that Halyburton and Bigelow Courts were ultimately not suitable for occupants at the time based on possible chemical contamination. Ms. Harvey said if the area was chemically or radiologically contaminated, then it is not suitable for habitation. Mr. Forman said that this is not necessarily true; it depends on the level, location, and potential exposure pathway. Mr. Forman said a review of the site investigation document might help Ms. Harvey better understand the initial FOSL.

Damian Ochoa (resident) said he was told some of the fields on TI had been scanned and found to have radiological contamination and cannot be used; he said perhaps one of the rugby fields was involved. Mr. Clark said there are no fields on TI that the Navy is aware of that are closed because of radiological contamination. Mr. Forman said none of the rugby or little league fields are closed. He added that in addition to Navy scans, CDPH initially scanned the fields and other public areas a few years ago. Mr. Ochoa said he also had concerns about the interior residential radiological scanning conducted in summer 2014. Some pieces of artwork stored in his garage were mishandled and destroyed. Mr. Forman said he was not aware of this situation, and the scanning was completed more than 4 months ago. Mr. Ochoa said he and his partner informed TIDA and sent an email to Mr. Forman as well. Mr. Beck said he does not specifically remember an issue with artwork. Mr. Forman asked Mr. Ochoa

to share the original emails again with Mr. Beck, and then Mr. Beck can work with the Navy on the situation. Mr. Ochoa said he is also concerned about the mold and mildew on TI. He was previously relocated from one unit because of extensive mold and said the problem continues. He has worked with his housing provider, Dan Stone, and was previously compensated for ruined items; however, the mold problem continues.

Erik Lundgren (resident) said it is his understanding that only zero radiation is safe, so to be told that certain levels near his home are safe does not make sense to him. Mr. Lundgren said he also heard on the bus tour that there is arsenic in the groundwater, but that it does not pose a risk to people. He said he works for AT&T, and the utility poles he works on are covered with creosote and arsenite. His employer told him as a safety precaution he should wash his work clothes separate from the laundry for the rest of his family. He asked if the arsenic in the groundwater is coming to the surface when it rains and compared it with the covering on the utility poles. Mr. Lundgren said he is concerned the arsenic is posing a health risk to residents. Ms. Sunga clarified that the area of Site 12 they are discussing is not an arsenic-contaminated site, rather, it is a total petroleum hydrocarbon (TPH) site. The TPH is causing naturally occurring arsenic to leach from the soil into the groundwater. Myriam Zech (Water Board) said levels of arsenic that do not pose a risk to humans may pose a risk to San Francisco Bay, so if the arsenic in groundwater reaches the bay, then it would be an ecological risk.

New Business – 2015 Look Ahead

Mr. Forman and Mr. Clark provided an update on the planned work for NAVSTA TI for 2015 (Attachment C). Mr. Clark reviewed the key goals on slide 2, noting these are not all of the projects for 2015, but some of the milestones the Navy plans to accomplish this year. He said the Site 12 feasibility study (FS) will be amended using data from the recent data gaps investigation. There will be extensive excavation work ongoing in the Site 12 housing area in 2015.

The Navy will present PPs for public comment in 2015 for Sites 24 and 32. The PP presents the preferred cleanup plan for a site. At Site 6, the final selected remedial action will be implemented in 2015.

Mr. Clark also presented a list and reviewed a map of all the areas for which the Navy hopes to achieve radiological free release. There are four sites where the Navy will seek free release in 2015: Building 3, SWDA Bigelow Court, Building 233, and Site 31. CDPH is the agency that grants radiological free release.

Mr. Forman reviewed the planned community outreach activities for 2015, including RAB support, a community tour, public meetings, progress reports, work notices, and Navy attendance at other public meetings.

Mr. Forman asked for questions from the RAB. Ms. Smith said she submitted a comment on the Site 24 focused FS and did not receive the final document with an answer. There is a monitoring well near the bay, located on Avenue N with slightly elevated volatile organic compound (VOC) levels. The document did not list any treatment plans for that area, and Ms. Smith would like to know why. Danielle Janda (Navy) is the project manager for that site. Ms. Janda said the VOC levels are low enough in that area that the Navy does not anticipate needing to actively treat it. However, the Navy will continue to monitor the area, and that decision will be made later during a remedial design. Ms. Janda said the likely remediation plan for that area will include zero valent iron (ZVI), so if the plume Ms. Smith is referring to needs treatment, ZVI will be used there as well.

Ms. Smith said that RAB member Nathan Brennan asked a question at a previous meeting about a dioxin detection at an area near Site 6, and asked if an answer will be provided. Mr. Clark said he looked into the matter and is prepared to respond. Mr. Clark said there was a detection of dioxin along Avenue M, near but not within Site 6. However, subsequent to that detection, the Navy extended the boundary of Site 6 to include that area. That detection was included in the remedial investigation/FS and covered in the ROD. Since Mr. Brennan is not at this meeting, Mr. Clark will follow up separately at the next meeting.

Mr. Forman asked for community comments and questions. Ms. Harvey thanked the Navy for the bus tour held in November. She said that Mr. Forman said during the tour that the majority of the approximately 600 found radiological objects were found in SWDA Westside Drive. Ms. Harvey asked why the majority were found there. Mr. Forman said the SWDA is at the end of what was a runway. Mr. Clark said the HRASTM notes that the end of the runway is a documented disposal area. At the time the naval station was active, radium-226 was not regulated, so those items could have been discarded with other waste. Ms. Harvey asked about the origin of the discarded items. Mr. Clark said there is no specific documentation, but ship repair and dismantling were common activities that could have resulted in refuse, which was then disposed of.

New Business – Document Tracking Sheet and Field Schedule

Mr. Clark presented the Document Tracking Sheet (DTS) (Attachment D) and the Field Schedule (Attachment E). Mr. Clark reviewed upcoming documents and field work, many of which were discussed in the 2015 Look Ahead presentation.

New Business - Co-Chair Announcements and Future Agenda Items

Ms. Pilram did not have any announcements. Mr. Forman said he sent an email to the RAB with all of the data from the Navy soil stockpiles that came from the University of California at Berkeley stadium expansion project.

Closing Remarks

Mr. Forman thanked the RAB members, the regulatory agency members, and the community for helping to make 2014 a productive year for the Navy's cleanup program. The Next RAB meeting will be Tuesday, February 17, 2015. The meeting was adjourned at 9:23 p.m.

Action Items

#	Action Item	Due Date	Status
1	Ask contractors to use a more sturdy container for CDs	1/15/15	Completed. Mr. Clark sent email to contractors and discussed the issue with Navy project managers.

09 December 2014 RAB Meeting Handouts

- Attachment A: NAVSTA TI RAB Meeting No. 174 Agenda
- Attachment B: 2014 Look Back Presentation
- Attachment C: 2015 Look Ahead Presentation
- Attachment D: Document Tracking Sheet
- Attachment E: Field Schedule

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EDWIN M. LEE, MAYOR

Treasure Island /Yerba Buena Island
Citizens Advisory Board
Meeting Agenda

Tuesday, June 2, 2015
6:00-8:00 PM

San Francisco City Hall, Rm 421
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

For further information about the meeting please contact Kate Austin at (415) 274-0646

I. Roll Call

II. Approval of May 5, 2015 CAB Minutes *(Action Item)*

III. TIDA Staff Updates *(Information Item) - 10 min*
   a) Treasure Island Development Authority Board
   b) Legislative
   c) Development Schedule
   d) Navy Environmental Program

IV. TIMMA Update on Congestion Management Studies (*Informational Item*) – *25 minutes*

V. Introduction to Signage Master Plan (*Informational Item*) – *25 minutes*

VI. Future Agenda Items *(Action Item) - 5 min*

VII. Announcements from Board members - *5 min*

VIII. Public Comments - *10 min*

IX. Adjourn

MEETING AGENDAS AVAILABLE ON E-MAIL
If you would like to receive TICAB meeting agendas by e-mail, please send your name and e-mail address to kate.austin@sfgov.org.

Disability Access
The Treasure/Yerba Buena Island Citizen Advisory Board meets in San Francisco City Hall, 1 Dr. Carlton Goodlett Place. City Hall is accessible to persons using wheelchairs, and others with disabilities. For American Sign Language interpreters or use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please telephone 274-0664 at least 48 hours before a meeting.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

The closest accessible BART is Civic Center, three blocks from the City Hall at the intersection of Market, Grove and Hyde Streets. Accessible MUNI lines serving this location are: #42 Downtown Loop, 9 San Bruno and the #71 Haight/Noriega. Accessible Muni Metro lines are J, K, L, M and N stopping at the Muni Metro Civic Center Station at Market and Van Ness. For more information about MUNI accessible services, call 923-6142. Accessible curbside parking is available on Grove Street.

Treasure Island Website
Check out the Treasure Island website at www.sftreasureisland.org to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

Lobbyist Ordinance
Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Avenue, Suite 220, San Francisco, CA 94102, telephone (415) 252-3100, fax (415) 252-3112; web site http://www.sfgov.org/ethics/.

Know Your Rights Under the Sunshine Ordinance
Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact by mail Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Rm. 244, San Francisco CA 94102; phone at (415) 554-7724; fax at (415) 554-7854; or by email at sotf@sfgov.org

Citizens may obtain a free copy of the Sunshine Ordinance by printing Chapter 67 of the San Francisco Administrative Code on the Internet, at http://www.sfbos.org/sunshine.

San Francisco Bay Conservation and Development Commission
455 Golden Gate Avenue, Suite 10600, San Francisco, California 94102 tel 415 352 3600 fax 415 352 3606

Meeting Notice

Engineering Criteria Review Board

Thursday, May 28, 2015
Milton Mark Conference Center - Monterey Room
455 Golden Gate Avenue
San Francisco, California
1:00-5:00 p.m

NOTE: Please enter on the Golden Gate Street side of the building and allow time to go through security. The conference center is located in the basement, which you may access either by shuttle elevator located to the left of the entry or by the stairs. For more information about the meeting, please contact Rafael Montes, Senior (Staff) Engineer at 415/352-3670 or rafael.montes@bcdc.ca.gov.

Tentative Agenda

1. **Call to Order**
2. **Approval of Draft Minutes for February 26, 2015 Engineering Criteria Review Board (ECRB) Meeting**
3. **Board Discussion: Treasure Island and Yerba Buena Island Redevelopment Project (2nd review).** The Treasure Island Development Authority (TIDA) proposes to redevelop Treasure Island and Yerba Buena Island for mixed-use development. Sub-phase 1A of the project was reviewed for the first time by the ECRB on January 22, 2015 and covered proposed seismic work in the area along the southwestern shoreline, including a proposed new ferry terminal, breakwaters and seismic groundwork on the existing causeway.

   This second review of the project responds to the ECRB's request that the project return for review at a later design stage and to provide follow-up responses and clarification to inquiries made by the Board at the January meeting. All project elements are at the same location in Treasure Island, San Francisco, California. For further information, please contact Rafael Montes at 415/352-3670 or rafael.montes@bcdc.ca.gov.
4. **Adjournment**

Questions and Copies of Staff Reports. If you have any questions concerning an item on the agenda or would like to receive a staff report related to the item, please contact the staff member whose name and direct phone number are indicated in parentheses at the end of the agenda item, or visit the BCDC's website at www.bcdc.ca.gov

Access to Meetings. Meeting facilities are accessible to persons with disabilities. If you require special assistance, please contact any staff member prior to the meeting. An interpreter for the deaf will also be made available upon request to the staff at least five days prior to the meeting.

Bagley-Keene Open Meeting Act. As a state agency, the Commission is governed by the Bagley-Keene Open Meeting Act which requires the Commission to (1) publish an agenda at least ten days in advance of any meeting; (2) describe specifically in that agenda the items to be transacted or discussed; and (3) refuse to add an item subsequent to the published agenda. In addition to these general requirements the Bagley-Keene Act includes other specific provisions about how meetings are to be announced and conducted.

CITY & COUNTY OF SAN FRANCISCO

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WWW.SFTREASUREISLAND.ORG

ROBERT BECK
TREASURE ISLAND DIRECTOR

May 11, 2015

Catholic Charities
990 Eddy Street
San Francisco, CA 94109
Attn: Michael Phan

Dear Mr. Phan,

This letter is to inform Catholic Charities that the TIDA Board of Directors (Authority Board) shall consider an adjustment to the utility rate for water delivery charged to Treasure Island customers by the San Francisco Public Utilities Commission (SFPUC) at its May 13, 2015 meeting. If approved by the Authority Board, this new water rate shall be effective July 1, 2015.

As you are aware, on September 10, 2014, the Authority's Board of Directors adopted Resolution No. 14-37-0910 authorizing an initial adjustment of utility rates charged to Treasure Island customers, including residential flat rate customers, consistent with existing retail service rates in the larger San Francisco service area. Continued rate analysis of projected costs of service conducted by TIDA and SFPUC staff has determined that an additional adjustment to the water service rate is necessary to address the increased cost of water supplied to Treasure Island by the SFPUC. The current rate for water is $7.70/kgal and the proposed adjusted rate is $8.72/kgal.

For flat-rate users the effect of these new rates will be an increase of roughly 3% (Three Percent) in monthly utility bills. The table below illustrates both the current flat utility paid by housing property managers as well as the new adjusted residential flat rate to be presented to the TIDA Board for approval reflecting this adjustment in water utility rates.

Current Residential Utility Flat Rate	Adjusted Residential Utility Flat Rate Reflecting Water Rate Increase	Difference
$373.90/month	$383.78/month	$9.88/month

Should you have any questions regarding this letter and the proposed adjustment, please do not hesitate to contact me at (415) 274-0662,

Sincerely,

Robert P. Beck
Treasure Island Director

CC: file
Crispin Hollings, San Francisco Public Utilities Commission
Patricia McFadden, United States Navy Caretaker Site Office – Treasure Island
Treasure Island Development Authority Board of Directors

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ROBERT BECK
TREASURE ISLAND DIRECTOR

May 11, 2015

Community Housing Partnership
20 Jones Street, Suite 200
San Francisco, CA 94102
Attn: David Schnur

Dear Mr. Schnur,

This letter is to inform Community Housing Partnership that the TIDA Board of Directors (Authority Board) shall consider an adjustment to the utility rate for water delivery charged to Treasure Island customers by the San Francisco Public Utilities Commission (SFPUC) at its May 13, 2015 meeting. If approved by the Authority Board, this new water rate shall be effective July 1, 2015.

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Sincerely,

Robert P. Beck
Treasure Island Director

CC: file
Crispin Hollings, San Francisco Public Utilities Commission
Patricia McFadden, United States Navy Caretaker Site Office – Treasure Island
Treasure Island Development Authority Board of Directors

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ROBERT BECK
TREASURE ISLAND DIRECTOR

May 11, 2015

HealthRight 360
1735 Mission Street
San Francisco, CA 94103
Attn: Daniel Montgomery

Dear Mr. Montgomery,

This letter is to inform HealthRight 360 that the TIDA Board of Directors (Authority Board) shall consider an adjustment to the utility rate for water delivery charged to Treasure Island customers by the San Francisco Public Utilities Commission (SFPUC) at its May 13, 2015 meeting. If approved by the Authority Board, this new water rate shall be effective July 1, 2015.

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Sincerely,

Robert P. Beck
Treasure Island Director

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Crispin Hollings, San Francisco Public Utilities Commission
Patricia McFadden, United States Navy Caretaker Site Office – Treasure Island
Treasure Island Development Authority Board of Directors

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ROBERT BECK
TREASURE ISLAND DIRECTOR

May 11, 2015

The John Stewart Company
Attn: Jack D. Gardner
1388 Sutter Street, 11th Floor
San Francisco, CA 94109

Dear Mr. Gardner,

This letter is to inform the John Stewart Company that the TIDA Board of Directors (Authority Board) shall consider an adjustment to the utility rate for water delivery charged to Treasure Island customers by the San Francisco Public Utilities Commission (SFPUC) at its May 13, 2015 meeting. If approved by the Authority Board, this new water rate shall be effective July 1, 2015.

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Sincerely,

Robert P. Beck
Treasure Island Director

CC: file
Crispin Hollings, San Francisco Public Utilities Commission
Patricia McFadden, United States Navy Caretaker Site Office – Treasure Island
Treasure Island Development Authority Board of Directors

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ROBERT BECK
TREASURE ISLAND DIRECTOR

May 11, 2015

Swords to Plowshares
1060 Howard Street
San Francisco, CA 94103
Attn: John Beem

Dear Mr. Beem,

This letter is to inform Swords to Plowshares that the TIDA Board of Directors (Authority Board) shall consider an adjustment to the utility rate for water delivery charged to Treasure Island customers by the San Francisco Public Utilities Commission (SFPUC) at its May 13, 2015 meeting. If approved by the Authority Board, this new water rate shall be effective July 1, 2015.

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Sincerely,

Robert P. Beck
Treasure Island Director

CC: file
Crispin Hollings, San Francisco Public Utilities Commission
Patricia McFadden, United States Navy Caretaker Site Office – Treasure Island
Treasure Island Development Authority Board of Directors

Goodbye Bliss Dance! We are going to miss you!

Since 2011 Bliss Dance has graced Treasure Island, quickly becoming a top destination for those of us from the Bay Area and tourists from around the world...inspiring joy and wonder and sharing her healing energy with all of those who journeyed to the island. But our sea air is taking its toll and now it is time for us to take care her...

Come help us celebrate Bliss Dance and send her off with the dance party she deserves!

May 14, 2015 6-8:30 pm
At Bliss Dance on the Great Lawn
Treasure Island

Community Advisory
Treasure Island Car Wash Closure

Due to continuing drought conditions, TIDA has discontinued the free on-Island car wash station at 12th Street btwn. Avenues M and N.

Please patronize commercial car wash locations utilizing recycled water in San Francisco or the East Bay for your car washing needs.

For additional information on Water Conservation, please visit:
www.SFWater.org/Conservation

TREASURE ISLAND DEVELOPMENT AUTHORITY

Administration Building
One Avenue of the Palms
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

Bob Beck, Treasure Island Director

San Francisco Fire Department and TIDA invite the Island community to:

Fire Station 48 Open House!

At the new SFFD Fire Station 48 - 810 Avenue I

(Next door to TI Gym and ShipShape)

Saturday May 30th

11:00A - 2:00P

Tour and learn about our new on-Island Fire Station!

Learn about the SF NERT program and the TI/YBI Neighborhood Emergency Response Team!

Free pizza lunch!

Bounce House for kids at TI YMCA!

SFFD NERT NEIGHBORHOOD EMERGENCY RESPONSE TEAM

the YMCA

TREASURE ISLAND

Residential Clean-Up Day!

for Treasure/Yerba Buena Island Residents

Now's your chance to properly dispose of all that junk, clutter, bulky items, broken furniture, broken electronics and more!!!

Saturday June 20th, 2015 - 9:00 AM to 1:00 PM

TIHDI Service Space Parking Lot - Avenue D at 9th Street

Residential Property Managers will help transport your large/bulky/ oversized items to the collection location if you require assistance or access to a vehicle. Contact your Residential Property Manager ahead of time for full information.

Items accepted at this Event include:

- Appliances
- Bulky Items/Furniture
- Scrap Metal (any item that contains metal, such as kitchen chair, lamps, pipes, bird cage, bed frame, etc.)
- Mattresses and Box Springs (including full mattresses)
- Curbside recyclable material (cans, glass, bottles, plastic bottles, cardboard and all paper) and household trash.

Also collected at this Event:

- Used motor oil and filters
- Household Batteries
- Fluorescent light bulbs and tubes
- E-waste: (including computers, stereo equipment, VCR's, old telephones and microwaves)

ITEMS NOT ACCEPTED AT THIS EVENT:

- **Used cooking oil/grease.**
  Use the permanent on-Island SFPUC Greasecycle Station located at Island Cove Market - 150 4th Street.
- **Household hazardous waste (HHW) such as paint, solvents, pesticides, adhesives..**
  Call 415-330-1405 to schedule free HHW pick-up.

Recology
WASTE ZERO

TREASURE ISLAND

"ZERO WASTE" RESOURCES FOR ISLAND RESIDENTS

USED HOUSEHOLD BATTERY DROP-OFF:

(AA, AAA, C, D, 9V, laptop, camera, etc.):

AT ISLAND COVE MARKET - 150 4TH STREET

OR, place used batteries in a clear ziplock bag and tape to the TOP OF THE BLACK BIN on Recology collection day. DO NOT put batteries INSIDE your Blue, Black or Green bins. For safety, tape over the contact point of any Lithium (Li) or Lithium-ion (Li-ion) battery or place back in the original packaging.

SF Environment
Our home. Our city. Our planet.

TREASURE ISLAND "GREASECYCLE" STATION:

AT ISLAND COVE MARKET - 150 4TH STREET

SF GREASECYCLE
RECYCLE YOUR COOKING OIL FOR BIODIESEL. SAVE OUR SEWERS

Improper grease and cooking oil disposal will damage the Island's sewer lines. Collect used cooking grease in an unbreakable container and drop it at the Greasecycle Collection Station inside the front door at Island Cove Market.

Safe Disposal of Unwanted or Expired Medicine

Don't keep unused medicines lying around, but also remember not to flush medicines or put them in the trash. Instead, safely and securely dispose of medicine at 1 of 24 drop-off locations throughout the City . For locations and more information, call **415-355-3700** or visit **SFEnvironment.org/MedicineDisposal**

Recology
Golden Gate
WASTE ZERO

Free Recology Pick-Up of Household Hazardous Waste:

Call (415) 330-1405 and Recology will schedule a free home pick-up of household hazardous waste (HHW) such as motor oil, fluorescent bulbs, paint, pesticides, cleaning chemicals and more.

Large or Bulky Items Curbside Collection:

Call (415) 626-4000 to schedule pick-up Island households are entitled to one or two RecycleMyJunk (RMJ) curbside collections of large or bulky items per year at no additional charge. Additional RMJ collections or pick up from inside your garage or home are also available for a reasonable fee. Visit www.RecycleMyJunk.com for a list of accepted items.

Use "Recycle Where" for Reusing or Disposing of Unwanted Items

SF Environment's "Recycle Where?" website provides Island and City residents with solutions for proper disposal, or reuse, of a variety of unwanted items.

Recycle Where?

SFEnvironment.org/RecycleWhere

Dispose of Unwanted Textiles (shoes, clothes and accessories, linens).

Visit SFEnvironment.org/Textiles for drop-off locations.

Most of the 39 million pounds of textiles we send to the waste stream each year can be reused or recycled into insulation material, flooring, packaging, cushioning in stuffed toys, insoles, and bags.

Reusing or recycling clothing, shoes, and other textiles conserves natural resources and protects our climate.

SFTreasureIsland.org/Resident-Waste-Reduction

CAPTAIN'S MONTHLY COMMUNITY MEETING

Each month Captain DeFilippo of Southern Station hosts a community meeting in a different location to encourage residents and businesses to come out, get to know each other and discuss concerns and options. This will be the Captain's first public meeting on Treasure Island so come out!

When: Wednesday, June 17th

Time: 6:30 pm

Location: The Shipshape
850 Avenue I
Treasure Island

Topics to include: Recent crime on the Island, concerns of residents, issues facing businesses, challenges facing the police, working together to reduce crime, staffing, etc.

District 6 Supervisor Jane Kim and staff will be attending to learn of our concerns and issues

Hosted by Treasure Island Community Watch

www.TICW@Outlook.com

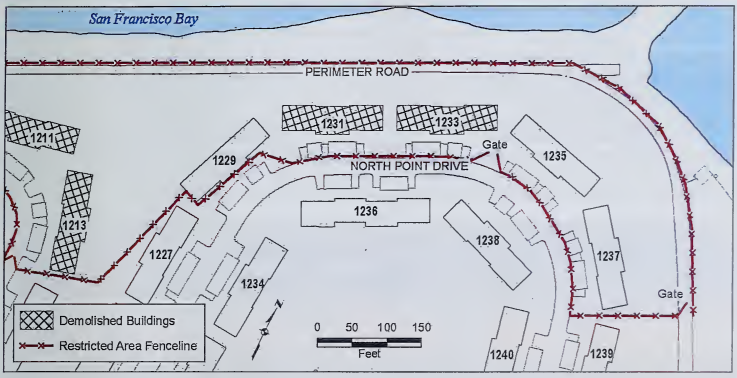
Notification of Excavation Activities at North Point Drive

May 12, 2015

Department of Toxic Substances Control

During the last week of May 2015, the Navy's contractor CB&I will begin excavation of soil near Buildings 1231 and 1233 along North Point Drive. This notice provides a schedule for the upcoming field activities.

The excavation area is located between Perimeter Road and North Point Drive. The excavation area will be within the **red** fence line as shown on the **map below**. This area will remain fenced off to public access during all work.



What to Expect?

During the work, residents will see large scale digging equipment, water trucks and dump trucks. Excavated soil will be moved by trucks to different staging areas on Treasure Island where it will be screened or stockpiled. Truck traffic will enter and exit the fenced area at the two marked gate locations and will use Perimeter Road and North Point Drive to reach the staging areas

Dust minimization measures and air monitoring will be performed continuously throughout the field work to ensure the safety of the nearby residents. Trucks will be covered with tarps during transport activities.

Signs will be posted at the gates and along the fence line indicating that this is a restricted area. Contact information will be posted for residents to contact the Navy if there are questions or concerns.

No road closures are anticipated on North Point Drive. Perimeter Road will be closed from Westside Drive to Avenue I (boat ramp) Monday through Friday. Public access to the boat ramp will be provided on weekends.

Schedule

- Preparatory field activities (fence installation and moving in materials and equipment) will restart on May 13, 2015.
- Excavation will begin after Memorial Day (May 25, 2015) and is planned to continue through July 2015. After July 2015, then residents will see trucks bringing in clean soil to backfill the excavated areas. This will continue into 2016.
- Work hours are from 7:30 a.m. to 5:00 p.m., Monday through Friday.

Project Background

This area is being excavated to ensure that there is no chemical or radiological containing material above cleanup goals remaining in this area. When the excavation areas are clean, they will be backfilled with clean soil. Once work has been completed in 2016, the area will be opened up for public access.

For More Information

- Contact the following Navy representative or California Department of Toxic Substances Control (DTSC) representative with project-related questions or concerns:

Keith Forman
Navy BRAC PMO
1455 Frazee Road, Ste 900
San Diego, CA 92108
(619) 532-0966
keith.s.forman@navy.mil

Remedios Sunga
DTSC
700 Heinz Avenue, Suite 200
Berkeley, CA 94710
(510) 540-3840
remedios.sunga@dtsc.ca.gov

- Attend the Navy's Restoration Advisory Board (RAB) Meetings. Updates on basewide environmental investigations and activities are presented at the meetings. The next RAB meeting is scheduled for 7:00 p.m. on Tuesday, June 16, 2015 at the Casa de la Vista on Avenue of the Palms.
- Visit the Navy's web site, which contains historical and current information, including information on becoming a RAB member. It can be viewed at: **www.bracpmo.navy.mil**
- Visit DTSC web site at **https://www.envirostor.dtsc.ca.gov/public/**. Enter "San Francisco" as the City, scroll down and select "Naval Station Treasure Island/Site 12 Old Bunker Area," and click on the link "Activities" to view documents.
- Several reports have been prepared to document the investigation and cleanup decision making about these projects, all reviewed by the regulatory agencies and made available for public review. See the information repositories, listed below, for access to the documents.
- Residents will receive a future notice on trucking routes and dust control measures.

Information Repositories

Navy BRAC Caretaker Support Office
1 Avenue of the Palms, Room 161
Treasure Island, San Francisco, CA 94130

AND

San Francisco Public Library
Government Publications Section
100 Larkin Street, San Francisco, CA 94102
(415) 557-4400

Treasure Island Environmental Program
Drop-In Q&A Session for Residents

Hosted by: TIDA & US Navy

Tuesday
May 19th
6:00 pm - 7:00 pm

Treasure Island,
Ship Shape
Community Center
850 Avenue I
btw 9th Street and
11th Street

On Tuesday, May 19th, the Navy and TIDA invite Treasure Island residents to the Ship Shape Community Center to ask questions and get additional information on the Navy's environmental remediation programs.

There will not be a formal presentation—the intention of the Drop-In session is to provide an informal environment were residents can pose questions and receive direct answers.

The Navy's next regularly Restoration Advisory Board (RAB) meeting will be held June 16th at the Casa de la Vista. The May 19th Drop-In session is intended to provide residents more time to ask questions than might be available during RAB meetings and to ask questions on topics that may not be on the RAB agenda.

FOR MORE INFORMATION:

For more information, or to request accommodation for a disability or interpretation, please contact:
Kate Austin at the Treasure Island Development Authority
Phone: 415-274-0646
E-mail: kate.austin@sfgov.org

At the information session:

- The Ship Shape Community Center is wheelchair accessible. Assisted listening services will be provided if requested at least 72 hours in advance (TTY: 554-6799)
- Interpretive services will be available with at least 72 hours of notice.
- The meeting location is serviced by the 25 MUNI line (formerly the 108 MUNI line).

Environmental Cleanup in Treasure Island Housing Area

May 2015

The Navy's Field Work Kicks into High Gear in the Housing Area

You will see a lot of work taking place in the Housing Area beginning this summer. The Navy is undertaking a project to completely remove the three Solid Waste Disposal Areas (SWDA) within the Housing Area (see maps on pages 3-5). The solid waste contains residual levels of chemicals (such as PAHs, PCBs, lead, and dioxins*) that will be removed during this project. This fact sheet provides an overview of the cleanup, what residents can expect, and the schedule for each of the three cleanup areas. *More detailed work notices will continue to be provided to residents as the project progresses.*

Overview of the Cleanup

Three Solid Waste Disposal Areas: SWDA Westside, SWDA Bayside, and SWDA North Point are all being cleaned up during this project. The purpose is to remove soil that may have contamination from trash being dumped or burned during regular Navy operations in the 1940s and 1950s. After removing the soil, the Navy will extensively screen, sample, and test the soil to classify it and ultimately close out the site. An overview of the process and schedule for each of the three cleanup areas is discussed below.

Cleanup Process

The process for cleanup has been reviewed and accepted by the state of California agencies who oversee cleanup.

For SWDAs North Point and Bayside, the process is the same:

- Soil from SWDA North Point and Bayside will be dug up and hauled along Perimeter Road.
- This soil will be scanned at an on-site screening pad for possible radiological contamination, then tested at a laboratory for chemical contamination.
- Once all solid waste is removed from SWDAs North Point and Bayside, confirmation samples will be taken at the bottom and sides of the dig site.
- Any contaminated soil will be moved from the screening pad to a certified landfill.
- Trucks will deliver clean imported soil to North Point and Bayside to backfill the dig site.

For SWDA Westside, there will be additional steps. The Navy will screen for potential munitions (for example, bullets), some of which were found when the Navy did cleanup at this site in 2007. The scanning for munitions will be done on screening pads (see map on page 5). Munitions experts will be present to ensure that if any munitions are found, they are safely removed from the soil.

*PAHs – polycyclic aromatic hydrocarbons, PCBs – polychlorinated biphenyls

WHY IS PERIMETER ROAD CLOSED?

In order to minimize the amount of truck traffic through the neighborhood, trucks hauling soil from the three cleanup areas will use Perimeter Road. These trucks will travel from cleanup areas to screening pads on the northeastern part of TI. The Navy understands this is a popular place for relaxing, walking, jogging, and fishing. Unfortunately, for safety and regulatory reasons, the Navy must close Perimeter Road for this project. We apologize for this inconvenience and promise to safely complete the project as soon as possible.

We anticipate the need to keep Perimeter Road closed for the duration of the year-long project, from May 2015 through June 2016.

Truck Traffic

This project will involve many trucks. Some will be hauling clean soil brought in from off-site, some will be hauling soil dug up from the solid waste disposal areas to screening pads, and some will be transporting soil off-site. We estimate that 3,000 truck trips will be necessary to move all of this soil. In addition, there will be water trucks at the dig sites and on the roads travelled by the trucks. They will be spraying water as a common and effective way to reduce dust. The Navy has worked with the Treasure Island Development Authority to select routes that minimize trucks driving through the neighborhoods, in order to minimize disruption to residents.

HERE ARE THE RULES THE TRUCKS MUST FOLLOW:

- All trucks hauling soil must be covered when operating – whether empty or full of soil
- Trucks may not idle (run their engines) for more than five minutes when not in use
- Keeping safety priority #1, including
  - Travel no faster than 15 mph on TI
  - Use extra caution when turning
  - Use residential streets only when necessary (see hauling routes on map pages 3-5)
  - Obey all speed limits and traffic laws

YOU CAN HELP US!

If you see a truck that is not following these rules, call us to report it. Please try to include the following information:

- Date and time you saw an incident.
- Location (address or intersection) of the incident.
- The color and number on the front door on the truck
  - Each truck in this project will have a colored dot and a white dot with a number in the middle on both sides of the truck (see photo below.) The dot will be blue, yellow, or green, and the numbers will be 1-6. If you can report to us the color and number that will be a big help.
- The details of the incident: what rule was not being followed?
- Call Keith Forman, the Navy Environmental Coordinator at (415) 308-1458. Please leave your name and contact information if you want a call back.

This is an example of a construction truck that will be used for this project. Note the example green placard and number placard, located just behind the door. All dump trucks will have a green, yellow, or blue placard. Water trucks and other vehicles that are not hauling dirt will not have placards.

May 2015
Fences begin going up, construction of ramps connecting SWDAs to Perimeter Road begins.

Digging and hauling begin.

June 2015
Screening pad will be built and enclosed.

Digging and hauling in this area.

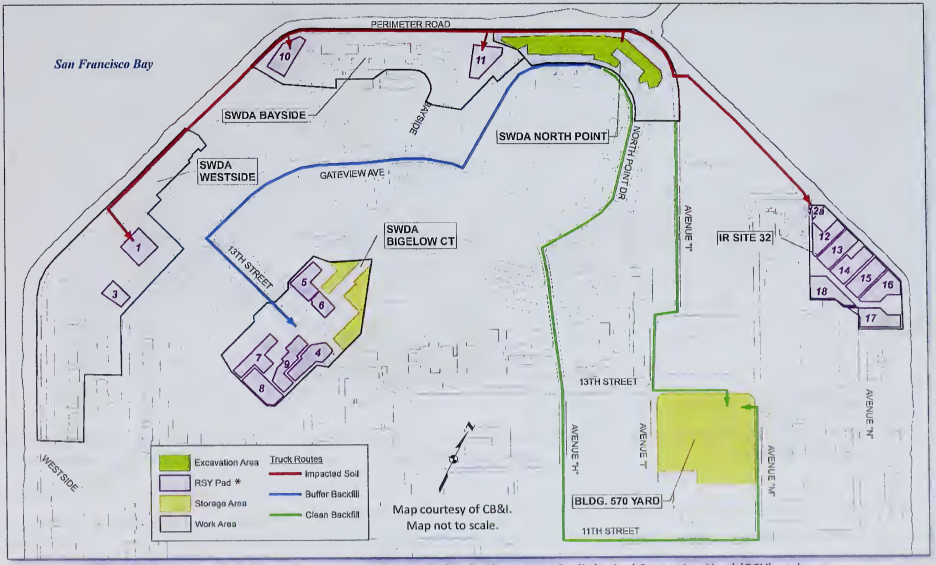
July through December 2015
Soil will be screened on the soil pads in this area.

Little to no digging or hauling at this time.

January and February 2016
Little to no construction activity in this area.

March and April 2016
Trucks hauling clean backfill in this area.

May and June 2016
Site restoration: fences removed.



* Note: The numbered areas shaded purple are the screening pads, also known as Radiological Screening Yard (RSY) pads.

SWDA Bayside Schedule

May 2015

Fences begin going up, construction of ramps connecting SWDAs to Perimeter Road begins.

Screening pads will be built and enclosed.

June through August 2015

Digging and hauling in this area.

Soil will be screened on the soil pads in this area.

September through December 2015

Soil will be screened on the soil pads in this area.

Little to no digging or hauling at this time.

January and February 2016

Little to no construction activity in this area.

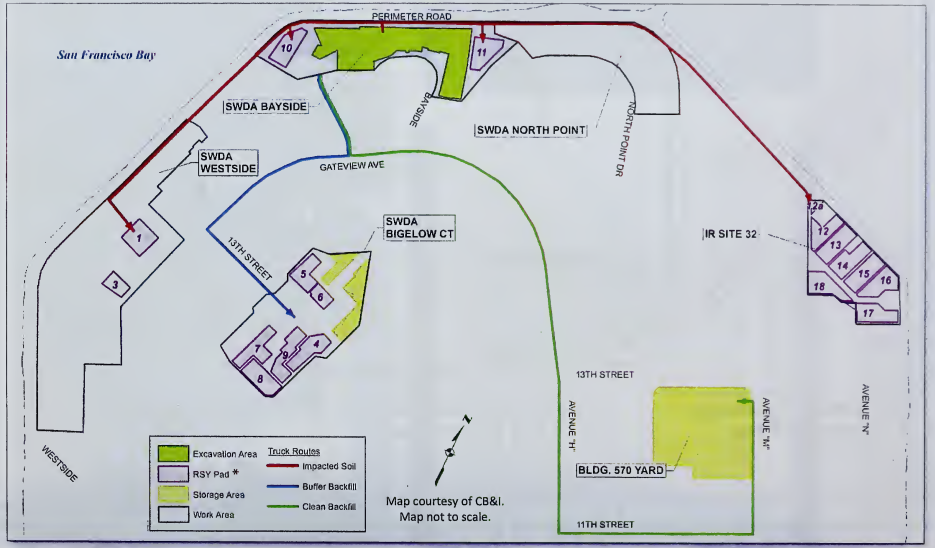
March and April 2016

Trucks hauling clean backfill in this area.

May and June 2016

Trucks hauling clean backfill in this area.

Site restoration: fences removed.



* Note: The numbered areas shaded purple are the screening pads, also known as Radiological Screening Yard (RSY) pads.

May 2015
Fences begin going up, construction of ramps connecting SWDAs to Perimeter Road begins.

June through August 2015
Digging and hauling in this area.

Soil will be screened on the soil pads in this area.

September and October 2015
Soil will be screened on the soil pads in this area.

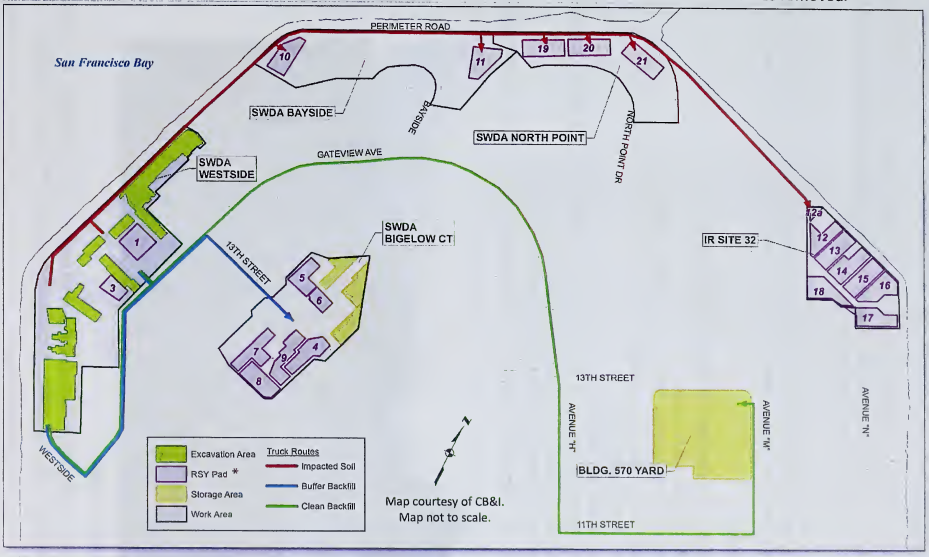
Little to no digging or hauling at this time.

November 2015 through February 2016
Little to no construction activity in this area.

March and April 2016
Trucks hauling clean backfill in this area.

May and June 2016
Trucks hauling clean backfill in this area.

Site restoration: fences removed.



* Note: The numbered areas shaded purple are the screening pads, also known as Radiological Screening Yard (RSY) pads.

Project Schedule

Soil removal will begin at SWDA North Point on May 27, 2015, at SWDA Bayside on June 15, 2015, and at SWDA Westside on June 29, 2015. The Navy will provide residents with updated schedules as the project progresses. Work hours will be Monday through Friday 7:30 a.m. to 5:00 p.m.

NOTE: Actual digging and removing of soil will primarily take place from June to October 2015. It is the sampling, testing, and backfilling with clean soil that extends the project to June of 2016. All three of the SWDA areas have slightly different schedules. See the calendars on pages 3-5 for the work anticipated in each SWDA area month-by-month.

Project Safety

- Traffic safety personnel will control traffic at all times.
- All work areas will be fenced.
- Security will be patrolling 24 hours a day, 7 days a week.
- Dust Controls will be used, including:
  - Dust monitors on site
  - Watering to reduce dust
  - Monitoring wind speed and direction. Work will stop if wind is sustained at 25 miles per hour
  - Air monitors at all work sites and on staff
  - Rumble strips at exit points to remove dirt from truck tires
  - Reducing dust by dumping dirt from the excavator into a truck or a pad from a low height

This is an example of a water truck that will be used on this project. Water trucks will spray water at dig sites, roads, and screening pads to reduce dust.

For More Information

The Navy truly appreciates the cooperation of the residents during this project. We understand the project is inconvenient and difficult at times. For general information on this project, the points of contact are:

Mr. Keith Forman
BRAC Environmental Coordinator
Email: keith.s.forman@navy.mil
Local Phone: (415) 308-1458

Ms. Medi Sunga
CA Department of Toxic Substances Control
Email: remedios.sunga@dtsc.ca.gov
Phone: (510) 540-3840

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Keith Forman
Navy BRAC PMO West
1 Avenue of the Palms, Ste. 161
San Francisco, CA 94130

See Inside for Information about the Navy's Environmental Cleanup in the Housing Area:

Perimeter Road Closure 1
Truck Traffic Information 2
Schedule and Map for North Point work 3
Schedule and Map for Bayside Drive work 4
Schedule and Map for Westside Drive work 5
Overall Schedule, Safety, and Contact Information 6

Treasure Island/Yerba Buena Island Community Meeting

May 20, 2015
6:30pm
Ship Shape

Sponsored by
Treasure Island Development Authority
The Villages at Treasure Island
Treasure Island Homeless Development Initiative

Moderator: Dan Stone, Property Manager, The Villages at Treasure Island
Time Keeper: Seanda Conolly, President, Treasure Island Community

Agenda

6:30 pm	**Call to order**
6:35 pm	**Presentation by SFPUC-Water Polution Prevention**
6:55 pm	**Presentation by Red Cross**
7:10 pm	**TIDA Update – Bob Beck, Treasure Island Director**
7:20 pm	**Announcements and Q&A**
7:30 pm	**Adjourn**

Future Community Meeting Dates: July 15, Sept 16, Nov 18

If you have a follow up question, or have an item for the next community meeting agenda, please contact Kate Austin @ 415-274-0646, or Kate.Austin@sfgov.org.

Thank you for taking time out of your busy day to help us build a stronger community.

1251 3RD ST. SAN FRANCISCO, CA 94158
(415 – 575 - 6000)

Captain DeFilippo
May 11, 2015

Captain's Message

On April 16, 2015, Mayor Ed Lee, Police Chief Gregory Suhr and Fire Chief Joanne Hayes-White attended the Grand Opening and Ribbon Cutting Ceremony for the Public Safety Building. We thank all those who attended and all the public support.

As 2015 continues to roll along and the summer months approaching, a lot of things are happening around San Francisco, especially in the Southern District. With our 2014 World Champion Giants baseball season started up again, the Golden State Warriors (coming soon to the district) in the playoffs, Bay to Breakers, and Pride, we have our hands full.

Recently around Southern, vehicle break-ins and store burglaries have been problematic. Our investigations team is doing their best to look into the incidents, gather more information and make arrests. I am pleased to say that robberies involving Juveniles have been less frequent due to arrests made in the past month. With all the upcoming events in the district, please be safe. I encourage everyone to be mindful of your surroundings, try not to leave anything of value in your car or visible in the car. If you see any suspicious activity, please call our dispatch (415-553-0123) so Patrol units can respond.

Follow us on Twitter: @SFPDSouthern

Significant District Incidents

03/09/15
Stolen Vehicle, Arrest Made
Falmouth St. & Folsom St.

On 03/09/2015, at approximately 1:00am, Officers at the scene of a traffic stop on Folsom St. at Falmouth St. prepared to leave the scene when they noticed a Honda Accord parked in a "No Parking Zone." One occupant, was visible in the driver's seat of the Honda. From the Officers' patrol car, they ran a computer check of the Honda's license plate. The return stated the car was stolen out of Daly City.

The Officers ordered the suspect out of the vehicle, and instructed him to the ground. The Officers placed the suspect under arrest. Dispatch attempted to contact the registered owner of the vehicle but were unsuccessful. The car was towed to Auto Return.

On 03/09/2015 at approximately 2100 hours, The registered owner of the vehicle went to Mission Station and told Officers that her stolen vehicle was recovered earlier that day and she found property inside the car which was left behind by the suspect. The items were booked and the case was handed to the Southern Investigations Team.

03/18/15
Robbery with Gun, Under Investigation
Market St. & Van Ness Ave..

On 03/18/15, Officers responded to Polk Street, regarding a robbery. When Officers arrived on scene, they met with the victim who told them that he was walking on Market street towards Franklin playing a game on his cell phone and had his head looking down, when an unknown man walked up to him and pointed a gun to his face.

The suspect said "Give me all your money or I am going to shoot you right in the face. At this time, another unknown man came up from behind and pointed a gun at him also.

The victim told Officers, that the second suspect demanded that he kneel on the ground and empty his pockets. The suspects then yelled at the victim to hurry and also give them his backpack. The suspects then asked the victim where the rest of his money was. The victim said he didn't have any more money, at which point one of the suspects kicked the kneeling victim in the stomach. Both suspects then proceeded to walk away. As the victim stood up, one of the suspects walked up to him again and hit him in the forehead area with the barrel of his gun. The suspect then said, "Don't look at us or we will shoot your face off." At this time both suspects took off running.

The Officers searched the area for the suspects, but could not locate anyone matching the limited description given by the terrified victim.

The case was handed to the Southern Station Investigative team to try and identify the suspects for an arrest.

03/19/15
Burglary, Arrest Made
Treasure Island

On 03/19/15, Officers responded to a residential building on Treasure Island regarding a video surveillance alarm. The alarm, monitored by Bay Alarm, reported seeing a person walking near an interior video camera of vacant units

Since vacant apartment units on Treasure Island have fallen victim to metal thieves, vandals and homeless squatters. The management company has outfitted most of the vacant units with video surveillance cameras.

Upon arriving on scene, Officers met with the Maintenance supervisor who was also notified by Bay Alarm.

The Officers proceeded to walk around the building and noticed a shattered sliding glass door in the rear of a unit, (point of entry). The Officers continued to search the building and discovered a large man size hole in an upstairs bedroom The large hole was open and leading into another unit. The ceiling attic hatch located in the bedroom closet was popped open. Using a ladder, The Officers looked in the attic and saw a large man size hole at the far end of the attic. The hole was open to the attic of another unit.

The Officers continued to investigate and looked into the attic. One Officer saw a suspect wearing blue jeans and black shoes crawling away from him towards the attic of another unit. The Officer ordered the person to stop several times to no avail.

The Officers requested backup to set up a perimeter to keep the suspect from leaving the area. The Officers also requested a k-9 unit.

Several Southern units responded and set up a secure perimeter. A Daly City Police K-9 Officer and his German Sheppard, Odin, responded to assist at 0127 hours.

The Daly City Police Officer announced himself as a k-9 unit with a police dog before entering the units. Upon checking a unit, Odin quickly alerted to a scent from a downstairs bathroom. Once the bathroom was cleared, announcing himself again, Odin led Officers upstairs. Odin immediately entered a bedroom and located the suspect. Odin bit the suspect on the left forearm area and dragged him out of a closet where he was hiding. Odin then bit the suspects' right arm and held on to him.

The Officers quickly called for an ambulance to address the bite. The suspect was given medical attention by the Officers while being detained for trespassing.

A computer query of the suspect revealed that he is on active court probation out of Alameda County for 2nd degree Burglary.

Medics arrived on scene and treated the suspect. While being read his Miranda Rights, the suspect said,"yeah,yeah, I understand. I want a lawyer."

Officers at the scene searched a bedroom of a unit and located a black backpack containing various pipe cutting and removal tools as well as a large duffel bag. The suspect was booked for burglary second degree and delaying arrest.

03/24/15
Theft, Arrest Made
Falmouth St. & Folsom St.

On 03/24/2015 at 1:47pm, Officers responded to Market St. and 4th St. The Officers responding met with Southern Station's Captain who had a suspect in custody for a robbery. Captain DeFilippo told Officers that he was at the Verizon wireless store and heard an audible alarm activation sound. The Captain saw a security guard in a scuffle with a suspect. Captain DeFilippo assisted the security guard and placed the suspect under arrest.

The security guard told Officers that he was standing at the door, when the suspect walked up to the display table behind Captain DeFilippo who was in full Police uniform and pulled a Samsung Galaxy tablet and set the alarm off. The suspect ran straight towards the door in an attempt to leave the store with the tablet. The Security guard was pushed as he attempted to grab the item from the suspects' hand. The guard said Captain DeFilippo assisted and was able to get the suspect to the ground and retrieve the tablet. The suspect denied medical treatment and was transported to Southern Station.

03/25/15
Assault, Arrest Made
Market St near 9th St.

On 03/25/2015 at 12:47pm, Officers were dispatched to a call of a battery with serious injuries on Market Street near 9th St. Upon arriving on scene, the Officers were advised that security had a suspect detained.

An ambulance was on scene and medics were treating the victim. The victim told Officers that he was standing at the farmers market buying something for his wife when a man approached him. The Suspect said something to the victim about ten dollars before hitting him with an object and pushing him, which caused him to fall and hit his head.

Officers spoke with a witness who told them he had seen most of the incident. The witness said he was standing in the area at a nearby farmers' market tent when he heard a commotion. The witness said he turned around and saw the Suspect swing his jacket one time at the victim. The suspect then pushed on the victim's chest with both hands causing him to fall backwards and hit the back of his head on a gas generator behind him. It appears that the suspect, for no apparent reason, began accusing the victim of taking $10.00 from him.

The Officer's looked at the blue jacket that the victim said that the suspect had hit him with and found a brown cardboard box in one of the sleeves weighing about 5 lbs.

The Victim positively identified the suspect that was being detained by security as the man who assaulted him. The Officers placed the suspect under arrest and transported him to Southern Station for booking.

The suspect invoked his rights saying he didn't want to talk. The suspect's blue jacket and brown cardboard box which contained metal electronics equipment were seized as evidence.

The Victim was stable and was getting stitches for his wounds.

04/08/15
Stabbing, Arrest Made
400 Block of Stevenson St.

On 04/08/2015, at approximately 7:15am, Officers were dispatched to Stevenson Street regarding a stabbing. Dispatch advised that the San Francisco Fire Department was already on scene, treating the victim of a stab wound.

The Officers arrived on scene and spoke to a Paramedic about the incident. The Medic advised that the victim had apparently been stabbed with an ice pick two times in the chest area. The victim appeared calm, and the injuries seemed minor, as they were not bleeding.

The victim told Officers that he was homeless, and that while he was sleeping this morning he was woken by a man around 5:00-5:30am who demanded money from him. The suspect then stabbed the victim multiple times with an ice pick.

The suspect then fled on Stevenson St, towards 5th St. The victim told Officers that the assault happened so quickly that he was shocked by the whole event that he didn't check himself for any wounds and since he observed no blood, he didn't seek any immediate help. The victim was transported to San Francisco General Hospital for treatment.

Once at SFGH, Officers were informed that the victim suffered two stab wounds to his torso/chest area as well as complaint of pain to his right wrist and hand. Officers back at the scene attempted to locate the suspect but were unable to locate anyone. The victim was treated for his wounds and provided more information to investigators to help identify the unknown suspect. The case is still under investigation..

04/27/15
Homicide, Arrest Made
400 Block of Minna St.

On April 27, 2014 at approximately 6:49PM, officers responded to the 400 block of Minna Street regarding a stabbing. The male victim was found suffering from multiple stab wounds to his upper torso. Aid was immediately rendered but unfortunately the victim succumbed to his injuries at the scene. The suspect was seen leaving the area shortly after the crime as was described as a black male adult, approximately 30-40 years old, approximately 5'11", last seen wearing a black beanie, leather jacket, and dark jeans.

Later that evening at approximately 11:55 PM, officers on routine patrol in the area of 5th Street and Bryant Street spotted a person matching the homicide suspect description. Officers detained this individual and he was transported to the Homicide Unit for further investigation.

Antonio Taylor, 33 years old, was later booked at San Francisco County Jail for murder, possession of suspected heroin, and an outstanding traffic warrant.

Due to pending identification matters, Taylor's booking photo will not be released at this time.

04/29/15
Stolen Car with Child, Arrest Made
Tenderloin/Southern.

At 10:41 AM, SFPD officers were flagged down regarding a vehicle theft where his 4 month old daughter was in the backseat. Officers broadcast the make, model and color of the vehicle on a citywide broadcast.

Initially the victim was driving and stopped at a stop light in the area of Leavenworth and Turk when a person kicked his car. The victim pulled off to the side and got out of the vehicle to see if there were any damages. At that point, the suspect jumped into the vehicle and took off with the child inside.

At 10:51 AM Sergeant Kin Lee located the vehicle in front of 555 7th Street where the suspect was taken into custody and was charged with kidnapping, child endangerment, vehicle theft and probation violations.

The baby was still in the backseat unharmed and later reunited with the father.

05/01/15
Robbery, Arrest Made
800 Block of Market St..

On 5/01/2015 at about 7:50pm, Officers responded to the Westfield Mall, in regards to robbery with a gun. Multiple Southern Station and Tenderloin Station units responded to the scene and general area in search of the unidentified male suspect reported to have a gun based on the physical description broadcasted by dispatch. Dispatch also broadcasted that the suspect might have been in the company of two males smoking marijuana. Upon arrival, Officers met with a member of the Mall's security staff, who told Officers that a young female approached him inside the security office to report that someone stole her money using a black gun.

The victim told Officers the following: At about 7:45pm, the victim walked towards the Market St. exit counting money in her hands. Once the victim was outside the Mall, the suspect quickly approached her and said, "I'm not playing with you . . . give me all your (expletive)!" The victim told him that she was not going to give him anything. The suspect then said, "You think I'm playing . . . then try me!" As he did so, he lifted his white t-shirt to reveal a black gun partially concealed in the suspect's front waistband.

The victim said she was frightened once the suspect lifted up his shirt to reveal the gun. Consequently, the victim quickly handed over her money, U.S. currency in the total amount of $50.

The suspect fled in an unknown direction. The victim told Officers that there were two other males with the suspect.

Officers searched the area for the suspects, with negative results.

On 5/5/15 at approximately 2:00pm, Officers responded to the Westfield Mall because security recognized possible robbery suspects from an incident on 5/01/15. While en route Dispatch advised that the Suspects were inside of Panda Express.

Dispatch advised both Suspects were sitting next to the soda machine in Panda Express. Upon arriving on scene, a mall security officer met with Officers and pointed out the suspects as two of the three involved in a robbery that occurred on 05/01/15. Officers then located the suspects and detained them for questioning. Investigators of the incident who had viewed surveillance footage of the robbery recognized that suspects and notified Officers to place the suspects under arrest. While searching the suspects for weapons, Officers found a small clear plastic baggy containing green leafy crumbs. Upon further investigation the green leafy crumbs had the odor of suspected marijuana.

A records check of the suspects revealed one of the suspects to be on felony probation out of Alameda County.

Community Meetings

Typically held every 3rd Wednesday of the Month at 6:00pm (subject to change)

When: Wednesday, May 20, 2015 - **CANCELLED**
Where: TBD. Thank you for the Community Support!

Special Events

What: Moscone Center Conventions
When: May 2015
Where: Moscone Center
– 747 Howard St.
More Info: http://www.moscone.com/site/do/event/list

What: "Goodbye Bliss Dance" Party
When: Thursday May 14, 2015 (6:00pm – 8:30pm))
Where: Treasure Island
– Great Lawn/Avenue of the Palms & 4th St
More Info: http://sftreasureisland.org/event/goodbye-bliss-dance-party

What: Bay to Breakers
When: Sunday May 17, 2015 (8:00am)
Where: Throughout SF.
Howard St., 9th St. affected in Southern
More Info: http://zapposbaytobreakers.com/

What: Music – Sunset Island
When: Sunday May 17, 2015 (12:00pm – 9:00pm)
Where: Treasure Island
– Great Lawn
More Info: http://sunsetsoundsystem.com/event/sunset-island-2015-an-electronic-music-picnic

What: SF Pride @ 45
When: Saturday May 30, 2015 (7:00pm – 10:00pm)
Where: Hotel Whitcomb
– 1231 Market St.
More Info: http://sfpride.org/fundraiser/

What: Treasure Island Flea
When: Saturday May 30-31, 2015 (10:00am - 4:00pm)
Where: Treasure Island
- Avenue of the Palms
More Info: http://www.treasureislandflea.com/#!may-30th--31st-2015/c235d

Sports

San Francisco Giants Baseball

NOTE: GAMES/TIMES SUBJECT TO CHANGE.
CHECK **GIANTS.MLB.COM** FOR MORE INFO.

SAT	SUN	MON	TUES	WED	THUR	FRI
05/09	05/10	05/11	05/12	05/13	05/14	05/15
@ AT&T Park	@ AT&T Park		AWAY	AWAY	AWAY	AWAY
6:05pm	1:05pm		5:10pm	5:10pm	4:10pm	4:10pm
05/16	05/17	05/18	05/19	05/20	05/21	05/22
AWAY	AWAY		@AT&T Park	@AT&T Park	@AT&T Park	AWAY
4:10pm	10:10pm		7:15pm	7:15pm	12:45pm	5:10pm

Golden State Warriors Basketball

NOTE: GAMES/TIMES SUBJECT TO CHANGE.
CHECK **WWW.NBA.COM/WARRIORS** FOR MORE INFO.

SAT	SUN	MON	TUES	WED	THUR	FRI
05/09	05/10	05/11	05/12	05/13	05/14	05/15
AWAY		AWAY		ORACLE ARENA		
5:00pm		6:30pm		7:30pm		

311 Customer Service Center:

What is 311?

311 is a toll free, **NON-EMERGENCY** phone number that the public can call to access information about government services. A live customer service representative will be available 24 hours a day, seven days a week, and 365 days a year. The service is available to both wired and wireless customers. Wireless customers should call (415) 701-2311. 311 employees will be able to provide translations services in more than 145 languages and dialects and will employ a diverse staff of customer service representatives. Additionally, 311 are set up to accept calls from the hearing impaired by utilizing a TTY System.

*311 will also take police reports if you DO NOT have any suspect description and the crime is not in progress. After meeting these conditions these are the reports 311 will take: Harassing phone calls, vehicle break in, vehicle tampering, lost property, theft, and vandalism/graffiti reports.

COMMUNITY INVOLVEMENT OPPORTUNITIES

SF NERT ***Program***

The San Francisco Neighborhood Emergency Response Team (**NERT**) is **free training** from the San Francisco Fire Department in how to help yourself and your neighbors prepare for and respond to a disaster by working together. The 20-hour training includes personal preparedness, light search and rescue, disaster medicine, shutting off your utilities, and how to participate as a member of a neighborhood response team. NERT also offers continuing training for graduates and activities that support building robust neighborhood teams. For more information, visit the NERT website at **http://sfgov.org/sffdnert** , or contact Lt. Erica Arteseros at (415) 970-2022 or sffdnert@sfgov.org.

Community Resources/Information

- **South of Market neighborhood preparedness: http://southbeachsafety.com/**

The highest priority

is the reduction of violent crime to make San Francisco the safest big city in the Nation. We accomplish this goal by establishing positive and productive partnerships with members of our community, especially our youth.

WORKING FOR US IS AN ADVENTURE!

San Francisco is the most densely populated city in the state; over 17,000 residents per square mile. Double that during the day with an influx of commuters and visitors.

San Francisco leads the nation in tourism and the entertainment industry, which provides our members the opportunity to work a variety of assignments out of the "normal" tour of duty including:

MAJOR LEAGUE SPORTS
MLB Baseball - Giants at AT&T Park

WATERFRONT ACTIVITIES
Fleet Week, America's Cup, U.S. Open

MAJOR EVENTS
Parades, festivals, demonstrations

"The San Francisco Police Department welcomes dedicated men and women to join us in serving our City. I encourage you to apply to become one of San Francisco's finest."

S.F.P.D.

POLICE OFFICERS OPPORTUNITIES

Entry Level
Laterals

CONNECT
and apply today!

scan with your smart phone

sfpdcareers.com

San Francisco Police Department
RECRUITMENT UNIT
850 Bryant Street
San Francisco, CA 94103
415-734-3331 or 415-734-3332
Email: JoinSFPD@sfgov.org

Ordinary People Doing the
EXTRAORDINARY
CAREERS

SAN FRANCISCO POLICE

The SFPD is proud to be an Equal Opportunity Employer

sfpdcareers.com

Ordinary people doing the extraordinary. . .

SALARY/BENEFITS

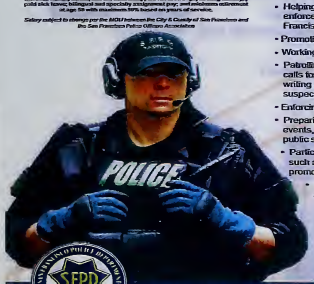
The current salary range for a San Francisco Police officer is

$80,574 to $112,164* annually

**Plus years and promotion of advanced POST certificate*

Includes health, dental, and life insurance; paid vacation days, floating holidays; paid sick leave; bilingual and specialty assignment pay; and minimum retirement at age 50 with maximum 90% based on years of service.

Salary subject to change per the MOU between the City & County of San Francisco and the San Francisco Police Officers Association



WHAT WE DO

Upon successful graduation from the San Francisco Police Academy, officers are assigned to a district station. Following a field training program, duties and opportunities include the following:

- Helping people by providing public safety enforcement service to the City of San Francisco
- Promoting Community Policing
- Working with youth
- Patrolling assigned districts, responding to calls for service, conducting investigations, writing reports, pursuing and detaining suspects, and making arrests
- Enforcing traffic and parking laws
- Preparing for and participating in major events, parades, dignitary protection, and public safety at sporting events
- Participating in self-development activities such as on-going professional training for promotional consideration
  - Participation in a wide variety of special assignments including:
    - School Resource Officer
    - Marine Unit
    - Canines
    - SWAT
    - Foot Beats
    - Investigations
    - Hondas
    - Motor Unit
    - Mounted Unit
    - Bicycle Patrol
    - CSI/Forensics

QUALIFICATIONS

To qualify to take the police officer examination, the following must be met:

MINIMUM STANDARDS

- Be at least 20 years old (there is no maximum age limit)
- There is no residency requirement
- Have a valid driver license
- Not have been convicted of a felony in California or of an act in any other state or Federal jurisdiction or in any other county that would have been a felony if committed in California or any misdemeanor that carries a penalty prohibiting ownership, possession, or control of a firearm

TO BE HIRED, YOU MUST:

- Be at least 21 years old
- Have a U.S. high school diploma, a G.E.D. or California High School Proficiency examination, or two-year / four year degree from an accredited college or university in the United States
- Be a U.S. citizen
- Successfully complete all components of the Police Officer examination and the background investigation process

MISSION POLICE DEPARTMENT S.F.P.D. 1776 SAN FRANCISCO

Interested? Check us out - www.sfpdcareers.com

Visit our website at sfgov.org/police and look for us on Facebook and Twitter!

Focus on the 5

The following 5 violations of the California Vehicle Code are the leading cause of vehicle collisions, pedestrian injuries and death:

- SPEEDING
- FAILURE TO STOP AT A STOP SIGN
- FAILURE TO STOP AT A RED LIGHT
- FAILURE TO YIELD TO A PEDESTRIAN AT AN INTERSECTION
- FAILURE TO YIELD WHILE MAKING A LEFT OR U TURN

Be Smart - Mind the Signs

SAN FRANCISCO POLICE DEPARTMENT, TARAVAL STATION COMMUNITY POLICE ADVISORY BOARD

Mind the Signs

Speeding, rushing through a crosswalk or failing to stop at a stop sign MAY get you there a few minutes sooner but,

Is it Worth . . .

. . . Striking a pedestrian or bicyclist?
. . . Arrest and booking?
. . . Weeks of trial/Cost of trial?
. . . $1,000 in fines?
. . . Up to 3 years in prison?
. . . Loss of driving privilege?
. . . Life forever changed?

Learn more about pedestrian safety in San Francisco at walksf.org

SAN FRANCISCO POLICE DEPARTMENT, TARAVAL STATION COMMUNITY POLICE ADVISORY BOARD

ReportIt

Citizen Property Inventory System

Powered by LeadsOnline

Register your property at reportit.leadsonline.com

Safe. Secure. Free.

Knowing what you own – the difference between recovering and not recovering stolen property.

General Public

Keep a secure, online record of valuable property, accessible from anywhere. All for free.

Law Enforcement

Help law enforcement recover stolen property faster than before.

Corporate Accounts

Inventory tools, equipment, supplies, etc. Call 1-800-311-2636 for more about corporate accounts.

San Francisco Police
Activities League Law
Enforcement Cadets

2015-2016

Summer Cadet Academy & Internship

Exciting career and leadership program includes:

- **Summer Cadet Academy:**
  - 4-week intensive law enforcement training at the SF Police Academy
  - June 22 - July 17, 2015: M-F, 9am-3pm
- **SFPD Internships (Year-Round):**
  - Graduates awarded internships at SFPD stations/bureaus

What is the PAL Cadet Program?

Since 1959, hundreds of San Francisco youth have developed new leadership and career skills as a San Francisco PAL Law Enforcement Cadet. The program provides an insight into law enforcement and public service careers.

PAL Law Enforcement Cadets engage in activities centered on the five emphasis areas of the Learning for Life program: career and job skills development, leadership experience, life skills learning, character education and community service

Following successful completion of the PAL Summer Cadet Academy, graduates will be placed in a year-long internship position at an SFPD station or bureau. Additionally PAL Cadets meet weekly for training and community service activities such as: education in proper police procedures and techniques, participate in police ride-alongs and assist in charitable and civic events alongside SFPD.

Minimum qualifications: Youth must be between age 14-20, reside or attend school in San Francisco, be enrolled in high school or college, have and maintain a 2.0 GPA and pass a SFPD criminal history background check.

Want to learn more?

Attend an Information Session (parents encouraged to attend):

Wed. March 11th 6:00pm-7:00pm or **Sat. March 14th 10:30am-11:30am at 350 Amber Dr. SF**

Applications due by 5:00 pm Friday, April 3rd 2015.

Complete application online at www.SFPAL.org/Cadets

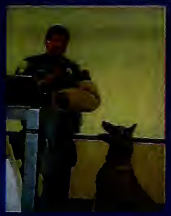
Cadets@SFPAL.org 415*401*4666

SAN FRANCISCO POLICE DEPARTMENT

Auxiliary
Law
Enforcement
Response
Team

Are you someone who is interested in disaster preparedness and wants to help out your community while working hand in hand with law enforcement? Then the ALERT program is for you!

Auxiliary Law Enforcement Response Team (ALERT)



ALERT Training Instructor, Officer Roly Canales with K-9 partner Pyro

Mark Hernandez
ALERT Program Coordinator
San Francisco Police Department
Training Division
350 Amber Drive
San Francisco, Ca 94131
(415)-401-4615
sfpdalert@sfgov.org
www.SanFranciscoPolice.org/alert

What is the ALERT Program?

The San Francisco Police Department has developed a volunteer citizen disaster preparedness program. The Auxiliary Law Enforcement Response Team (ALERT) is modeled after and works in partnership with the San Francisco Fire Department's Neighborhood Emergency Response Team (NERT). The ALERT program will train members of the public to assist law enforcement in essential tasks after a major disaster. Such tasks may include: traffic control, foot patrol of business and residential areas, and reporting criminal activity. Volunteers must be at least 16 years of age and live, work, or attend high school in San Francisco.

Three steps to becoming an ALERT volunteer:

1. Complete NERT training and receive certification. To register for NERT training courses please visit **www.sfgov.org/sfnert**
2. Once NERT certified, forward a copy of your NERT ID card to the ALERT program. **sfpdalert@sfgov.org**
3. After clearing a basic background check the individual is eligible to register for ALERT training.

Important Dates:

To view upcoming dates of training classes, training drills, and informational meetings, please visit our webpage, at **www.sanfranciscopolice.org/alert**

Like us on Facebook:

www.facebook.com/SFPDALERT

becitysmart

Before leaving your vehicle:

Lock any items, bags, or packages in your trunk before reaching your destination.

Remove, or hide from sight, small items of value:

(Phone, charging cords, camera, GPS, money, etc.)

The best way to prevent a break - in is to leave your vehicle looking empty.

Always lock your vehicle, close windows and sunroof.

Do not hide spare keys in your vehicle, always take your garage opener with you.

NON-EMERGENCY INFORMATION

For non-emergency police:
415-553-0123

ONLINE REPORTING

Citizens can access the service via the SFPD website at:
www.sf-police.org

Select the Online Reporting Icon.

Citizens can make reports for Harassing Telephone Calls, Auto Burglary, Graffiti, Vandalism, Lost Property and Theft.

Additional types of reports may be added to the system.

FIRE
POLICE
MEDICAL
EMERGENCY

DIAL
9-1-1

www.sf-police.org

SAFE
SAFETY AWARENESS FOR everyone

www.sfsafe.org
415 553 1984

becitysmart is a registered trademark of the Southern District CPAB

SOUTHERN STATION RESOURCE LIST

EMERGENCY	**911**
Non-Emergency	**553-0123**
SFPD Anonymous Tip Line	575-4444
SF Customer Service Center	311
Southern Station	575-6000
Southern Station Anonymous Tip Line	*552-4901*
Web (For Crime Stats, Internet reports, etc.)	www.sfgov.org/police
Southern Station email	sfpd.southern.station@sfgov.org
Southern Station Twitter	@SFPDSouthern
Captain DeFilippo	575-6000
Lieutenant Pera (Station Investigations)	Arran.Pera@sfgov.org
Day Watch Platoon Commander	575-6000
Swing Watch Platoon Commander	575-6000
Market Street Foot Beats *Lieutenant Heidohrn* *Sergeant Hui*	575-6000 scott.heidohrn@sfgov.org
Southern Plainclothes Unit *Sergeant Liberta*	575-6000 ronald.liberta@sfgov.org
Graffiti Abatement	278-9454
Graffiti Fax	278-9456
Southern Station Events *Sergeant McDonnell*	575-6030 Dion.McDonnell@sfgov.org
Southern Station Permits / Code Abatement *Officer McGoldrick*	575-6031 Ronald.A.McGoldrick@sfgov.org
Southern Station- District Attorney	553-1252
Deputy City Attorney – Southern District *Jennifer Choi*	554-3887 jennifer.choi@sfgov.org
DPW	311
Dept. Parking & Traffic	553-1943
Quality of Life Liaison/Homeless Outreach	553-0123 or 311
DPH Air, Sound and Radiation Program	415/252-3800 (Noise Control Officer) 415/252-3911
Entertainment Commission	415-554-6678 www.sfgov.org/entertainment
SF SAFE *Allison Burke*	553-1984 www.sfsafe.org
SF Homeless Outreach Team (24 hour dispatch)	*734-4233*

A Message from SF SAFE:

Watch streets become communities, and neighbors become friends. Watch crime go down, as security goes up. Watch police become partners as you join with them in making your neighborhood a better place to live.

Start a Neighborhood Watch on your block and see all these things happen!
SF SAFE (Safety Awareness for Everyone) will give you the knowledge and tools to create a stronger, more cohesive and resilient community, and teach you how to be prepared and empowered at work, on the streets or sidewalks and in your home.

Contact SF SAFE at 415-553-1984 or learn more at www.sfsafe.org

A Message from Community Boards

COMMUNITY BOARDS
Building Community Through Conflict Resolution

Are you having difficulty with someone? A loud neighbor? Disrespectful roommate? Unresponsive landlord? Community Boards' **Neighborhood Mediation Program** can assist you with quality of life issues (noise, parking, pets, graffiti, maintenance, etc) or relationship conflicts (family members, roommates, landlords, neighbors, etc).

A mediation is a confidential and voluntary meeting where people discuss difficulties they are having with each other assisted by impartial third-parties, our mediators. Our mediators are trained to help people come up with workable and lasting solutions. They don't give advice or make judgments. The goal is to help everyone feel heard, understood and respected.

We offer our services in English, Spanish, Mandarin and Cantonese at low- to no-cost. No one is turned away for lack of funds. Contact Community Boards at (415) 920-3820 x100 or learn more at www.communityboards.org.

New Program from SF SAFE

www.safebikes.org

SF SAFE, in partnership with the San Francisco Police Department has launched a new program called SAFE Bikes. This is a no cost bicycle registry program administered by San Francisco SAFE. Anyone can register their bicycle by going to www.safebikes.org and clicking on the registration icon. SAFE in collaboration with the San Francisco Bicycle Coalition, and several local businesses are undertaking a citywide educational campaign to teach people how to protect themselves against bike theft/burglary by recommending locking strategies and suggesting theft prevention tips.

The registration portion of SAFE Bikes is just beginning and can be a useful tool down the road if people register their bicycle. A Police Officer will be able to identify a registered bicycle on the street by the metallic sticker specifically made for this bicycle registration program. Each person receives a sticker when they register their bicycle. I encourage everyone to go to www.safebikes.org and utilize this free service offered.

Follow us on Twitter: @SFPDSouthern

SAN FRANCISCO PUBLIC PRESS

INDEPENDENT
NONPROFIT
IN-DEPTH
LOCAL NEWS

Sea Level Rise Shapes Future of Bay Area Waterfront Development

Submitted by Olivia Henry (/members/oliviahenry) on Mon, 05/11/2015 - 08:00

Sea level rise threatens tens of billions of dollars worth of new

waterfront development in the Bay Area — but there may be time to adapt.

That was the message at Tuesday's panel on sea level rise hosted by the San Francisco Public Press at the Impact Hub, a co-working space. Panelists included UC Berkeley professor Kristina Hill, San Francisco Public Utilities Commission Climate Program Director David Behar and Public Press reporter Kevin Stark.

Stark is one of two lead reporters of the Public Press' new edition on sea level rise, due to hit newsstands later this month. The front-page investigation, a six-month collaboration of 10 journalists, scientists and cartographers, has so far uncovered dozens of commercial and residential projects planned for areas below 8 feet in elevation. Eight feet represents an unlikely but possible sea level rise scenario for the year 2100, combining maximum sea level rise predictions with a major storm swell.

What does an 8-foot increase look like? Someone standing at the edge of a pier near the Ferry Building would be waist-high in waves, Stark said.

Some of those upcoming projects include new developments in Mission Bay and residential towers planned for Treasure Island.

>It is a daunting figure for a region bounded by water. "Are you going to convince me to sell my home in Alameda tonight?" one audience member teased.

But Behar cautioned that an 8-foot rise would be extreme. He was tasked by the city with interpreting competing sea level rise data in 2013, and said most studies expected only 3 feet of rise by 2100.

By and large, state and local governments do not have explicit sea level rise regulations on the books. Environmentalists and the building industry have tussled over whether sea level rise needs to be included in the state's environmental review process. But Behar said the days of murky rules will soon be over: "We know regulation is coming."

Will it come fast enough? Hill, a professor of landscape architecture and environmental planning at the University of California, Berkeley, said long-range planning needs to happen soon. She reminded the audience that sea level rise is exponential: The levels will climb slowly, then all at once.

"We are living in the last two stable decades of sea level rise," Hill said. "Around 2045, 2050, or 2060, it's going to get faster."

In the meantime, Stark said, many developers are forging ahead with little heed for the advancing water line. One developer, he said, "told me 'The barbarians aren't at the gate yet.' There's a compartmentalization of understanding of sea level rise and climate change. The knowledge that it's happening on one hand, and the need for space and houses on the other."

The two are not necessarily in competition, Hill said. She gave the example of a housing development in Hamburg, Germany with "floodable architecture." Its plaza welcomes the water in instead of holding it back.

Another plan from Dutch engineers widened a beach to expand the buffer between city and sea. Hill said a similar approach could work in the Bay Area, joking that some are calling the method "shallowing" to avoid its more controversial name: bayfill.

"In 1965, the Bay Conservation and Development Commission was founded to stop the filling of the bay," Behar added. "Today they're studying how filling the bay could be a really good idea."

For more on the data and thinkers behind Bay Area sea rise, look for the Public Press' new edition on newsstands at the end of May.

SPECIAL SECTIONS » SUMMER GUIDE MAY 20, 2015

A Sweet Comeback for Apple Cider

The fruity beverage is hopping in California.

By *Sascha Bos*

Three thousand people had gathered on the Civil War Parade Ground in the Presidio. The sun was shining on the Golden Gate Bridge, dogs were lounging in the grass, and folks were sipping out of tiny snifter glasses. And although the mood was genial, people weren't here just to get drunk. They were here to learn about the country's fastest-growing beverage: cider.

At Cider Summit SF, which took place on April 25, producers ran the gamut from England's Aspall Cyder House (producing since 1728) to Tag + Jug, the Bay Area's first cidery, which launched in March. I was most interested in the explosion of Northern and Central Californian cideries in the past few years. Eight of the Summit's fifty producers were California cideries that launched in the past year, including South City Ciderworks in San Bruno, Golden State Cider and Specific Gravity Cider in Sebastopol, and Humboldt Cider Company in Eureka.

California's beer- and wine-making infrastructure, combined with its craft-beverage loving consumers, have led to a boom in cider producers and taprooms serving ciders. Cider is accessible — it has none of wine's snobbery, and its sweetness and low alcohol content make it great for casual, everyday drinking.

At the Summit, craft cider producers spoke wistfully about the tangy flavor of the first American ciders, made from now-scarce heirloom apple varieties. Those of us who grew up snacking on Red Delicious and Granny Smith might be surprised to learn of the apple's amazing genetic variety. Today, the apples we buy at the supermarket are all clones of each other. But in the eighteenth century, thousands of heirloom apple varieties existed, many of which just weren't that tasty raw. The apples not sweet enough to snack on were made edible by fermenting them to make cider. When cider fell out of fashion, and our food system became increasingly commercialized, apples started to look the same. So today's craft consumer desire for ciders with interesting flavors is met with a dearth of the funky cider apples that early Americans enjoyed. The most common apples, called dessert apples, yield ciders that can be cloyingly sweet.

Producers have responded by getting creative. Aaron Bryan of Tag + Jug, who also runs Conduit Wine, started making cider in his Mission District garage. Now he uses a blend of five apples from a family orchard in the Sierra Foothills and champagne yeast to produce a cider that is very clear, not too sweet, and quite bubbly. It tasted more like champagne than beer, and was one of my favorite ciders at the event.

"You can probably find two of the five apples at specialty grocery stores, the other three I've never seen," said Bryan, who enjoys cider in lieu of a mimosa or "with a late night burrito.". "I wanted it to be bright and crisp and emphasize the natural levels of acidity that cider apples actually have."

Humboldt Cider Company, another new cidery, produces delicious single-varietal ciders with strong apple flavor. Their Jonathan is golden in color and not very bubbly at all — it had the most real apple flavor of any cider I tried. Their hopped cider leaned more toward the beer side of things, with a sour apple flavor. You can find it on occasion at Hop Grenade in Concord.

Troy Cider is made with fruit from abandoned orchards in Sonoma, while its LA-based sister brand 101 Cider House uses a probiotic, wild yeast to give its unfiltered SoCal Scrumpy a distinct kombucha flavor. Both of the small-scale, experimental ciders will soon be available at Berkeley Bowl, Monterey Market, Piedmont Grocery, and Whole Foods outlets throughout the Bay Area.

Brewed on Treasure Island, Tag + Jug is currently only available at a few San Francisco spots (and, of course, at Treasure Island Flea), but Bryan plans to start selling to East Bay distributors later this year. With its California flag-topped bottle caps and family inspiration ("Jug" is Bryan's grandfather, and "Tag" is the grandmother who made "the best damn apple pie" he's ever had), the cidery exemplifies a trend that has deep roots in American history, but also a pioneering desire to shake up the craft beverage world.

"The cider industry is going to explode," Bryan said. "There's a bunch of small guys popping up, and people are realizing that they don't have to drink the same cloying ciders that have been on the shelves for years."

Contact the author of this piece, send a letter to the editor, like us on Facebook, or follow us on Twitter.

« East Bay Food Trucks Get Caffe... East Bay Bike Routes for Urban... »

Treasure Island firefighters get temporary home as mayor announces budget boost

Posted: May 19, 2015 6:06 PM PST

By David Stevenson, Reporter CONNECT

TREASURE ISLAND, Calif. (KTVU) -- Eleven San Francisco firefighters rolled into their new home on Treasure Island Tuesday morning, a portable, temporary trailer structure that was set up after mold last forced them out of the decrepit Station 48 just a few blocks away.

Mayor Ed Lee came to the building to announce his new two-year budget plan includes a $35.7 million boost for the fire department after nearly a decade of cutbacks that have impacted service, staffing and morale.

The money will go towards training 82 new firefighters, 33 more EMTs and new fire engines and trucks, along with infrastructure improvements to aging stations and overcrowded facilities.

"In this prosperous time for San Francisco," said Assistant Deputy Chief Ken Lombardi. "It gives us an opportunity to catch our budget back up to where we need to be. It's a step in the right direction."

The announcement comes after many months of criticism directed at Chief Joanne Hayes White over ambulance response times and personnel issues. Hayes-White on Tuesday told KTVU she has declined a recent invitation to apply for a similar job in London.

"Admittedly, it has been a stormy period, no doubt about it. But I'm happy to report the storm is clearing," said Hayes-White. "I'm really proud to continue to serve. And it should get a little bit easier now that we have the funding that we've asked for for a number of years."

The firefighters' union -- which last year called for the Chief's firing -- agreed with her.

"We had our difficult period, but you know, it's a family and sometimes you have a family feud and now we're starting to get along again," said Firefighters Local 798 President Tom O'Connor. "We never wanted to have this sort of confrontation, but I think with this budget going forward, perhaps we can find a way to work together for common solutions."

Mayor Lee & Board President Breed Announce Additional $47.3 Million in New Hiring & Infrastructure Upgrades at Fire Department & Emergency Management

May 20, 2015
by **RealEstateRama**

Government and Public Real Estate News: Property News, Housing News, Grant News, Mortgage News, Foreclosure News

Mayor Edwin M. Lee and Board President London Breed today announced $47.3 million in additional investments in the San Francisco Fire and Emergency Management departments over the next two years, including hiring additional EMT/Paramedics, firefighters, and 911 dispatchers and additional resources for fire station upgrades, new technology, equipment and vehicles to meet the demands of a growing San Francisco

Increased Fire & Emergency Management Hiring, New Ambulances, Fire Engines & Fire Trucks & Technology & Facilities Upgrades to Provide Improved Emergency Services for Residents in Growing City

WASHINGTON, D.C. – May 20, 2015 – (RealEstateRama) — Mayor Edwin M. Lee and Board President London Breed today announced $47.3 million in additional investments in the San Francisco Fire and Emergency Management departments over the next two years, including hiring additional EMT/Paramedics, firefighters, and 911 dispatchers and additional resources for fire station upgrades, new technology, equipment and vehicles to meet the demands of a growing San Francisco.

"We are investing in training more firefighters, paramedics and 911 dispatchers and making necessary upgrades to the current infrastructure, equipment and capacity in order to provide improved services 24 hours a day that will meet the demands of our growing City, today and in the future," said Mayor Lee. "Our public safety agencies are keeping our City and residents safe, and we are preparing for emergencies and disasters in this time of tremendous growth across all our diverse neighborhoods. Today, I join our Board of Supervisors and the men and women of our public safety agencies to do even more by announcing additional resources for the Fire and Emergency Management departments and celebrate the opening of our City's new Fire Station 48 on

Treasure Island."

"San Franciscans deserve to feel safe. And we will continue working together to ensure they have the reliable fire and emergency medical system they deserve," said Board President Breed. "Along with Mayor Lee and the Ambulance Working Group, we are launching a series of measures to resolve the ambulance crisis and keep our growing City safe."

"I am very pleased that Mayor Lee and President Breed are supporting our efforts to serve the public in the best way possible," said Fire Chief Joanne Hayes-White. "This is a big step in the right direction, and a great investment in emergency services."

"I'm grateful that Mayor Lee and Board President Breed are providing additional resources to address the need for more personnel and equipment for the San Francisco Fire Department," said San Francisco Firefighters Union Local 798 President Tom O'Connor. "These are critical resources that will help firefighters and paramedics keep our City safe while growing the Department and serving the public around the clock."

Mayor Lee's proposed two year budget includes $35.7 million in new Fire Department investments, and will add:

• Two new Emergency Medical Technician (EMT)/Paramedic training academies over the next two fiscal years, with the first graduates expected to be in the field by June 2015 and the second class in Summer 2016. This investment will add 33 more EMTs on City streets responding to 911 calls. They will join a graduating class of 42 EMTs/Paramedics who will graduate this week.

• Four firefighter training academies with the first graduates expected to be in the field by December 2015. This investment will deliver 82 new firefighters to the City's ranks.

• Emergency vehicles including ambulances, fire engines and fire trucks. The proposed budget will fund infrastructure improvements at fire stations, and public safety radios for the Fire, Police & Sheriff Departments.

• New technology and innovation investments with a data initiative to analyze 911 call data and other emergency service metrics to better plan for and respond to emergencies, a recruitment initiative to further diversity the Fire Department, a new supervision model and civilian logistics team for the Ambulance Deployment Center at Station 49, a Mobile Integrated Healthcare Practice team to improve care for patients that rely on the 911 system for their healthcare to reduce 911 calls and emergency room use, improved technology to better track patients for emergency medical services, and long term strategic planning to address population growth.

In his proposed Fiscal Year 2015-16 and 2016-17 budget, Mayor Lee is proposing $11.6 million in new Department of Emergency Management (DEM) investments and will add:

• Three 911 Emergency Dispatcher Classes over the next two years and funding for overtime while new hires are being trained in order to address increasing call volumes. The first class will begin taking 911 emergency calls in Summer 2016. DEM's additional budget also includes funding to strengthen 911 operations, and to continue implementation of the City's public safety radio replacement project.

Mayor Lee made today's announcement at Fire Station 48, a newly constructed fire station completed in eight months with a $2.7 million construction budget, serving Treasure Island with San Francisco firefighters on duty 24 hours, 7 days a week. Significant interagency cooperation by City agencies including San Francisco Public Works, the San Francisco Fire Department, the San Francisco Public Utilities Commission, the Department of Building Inspection and the Treasure Island Development Authority delivered the crucial public safety facility project successfully.

The Fire Department is working with the Department of Public Works and the Capital Planning Program to include a new $40 million Ambulance Division facility, commonly referred to as Station 49, in the City's Capital Plan. The combination of a better-designed facility in conjunction with specialized warehouse staff and a computerized inventory tracking and management system will significantly reduce ambulance down time. It is anticipated the new facility will open by 2019.

Category: News || Housing & Development | No Comments

Digg

Naked woman nabbed after walking on Bay Bridge

By Natalie Neysa Alund *Bay Area News Group*

POSTED: 05/20/2015 08:25:13 AM PDT | UPDATED: ABOUT 4 HOURS AGO

0 COMMENTS

OAKLAND — A woman wearing only her birthday suit was taken for a mental evaluation after police caught her walking the Bay Bridge naked on Tuesday afternoon, according to the California Highway Patrol.

Officers responded at 3:28 p.m. to westbound Interstate 80 near Treasure Island for a report of a crash involving at least two vehicles, Officer Kevin Bartlett said.

Arriving officers learned a nude woman was walking in the area near where the crash was reported, Bartlett said.

A San Francisco police officer who was headed to the city from Treasure Island pulled over several minutes later, wrestled the woman to the ground and detained her, Barlett said.

An ambulance arrived about 3:45 p.m. and the woman was taken to a hospital where she was to undergo a mental evaluation.

No one was seriously injured in the two-car crash.

It was not immediately known if the naked woman was the cause of the crash.

Contact Natalie Neysa Alund at 510-293-2469. Follow her at Twitter.com/nataliealund (http://Twitter.com/nataliealund).

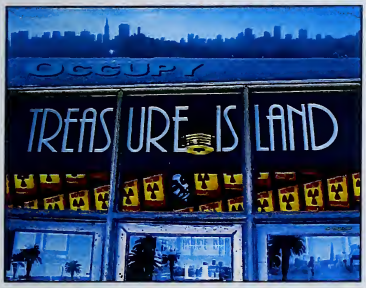
San Francisco BayView National Black Newspaper

The TIDA board plunges into redevelopment, burying Yerba Buena and Treasure Islanders' concerns: A tragedy in three parts – Part One

May 23, 2015

by Carol Harvey

Part One: You don't listen



Treasure Island: Your Contamination Destination – Photo: Tom

Is the Treasure Island Development Authority board hearing San Franciscans' concerns about radiation and chemical contamination, earthquake liquefaction risks and displaced persons' relocation rights? Actually, no!

On top of the world

May 31, 2014, almost exactly a year ago on a startlingly sunny Saturday, I was socked in like a little China Clipper surrounded by humid human fog inside the Treasure Island Bar and Grill. In this Star Wars-style Cantina on the Marina near the Yacht Club and Sailing Center where not-so-elite or discrete Treasure Islanders mingle and meet, I found myself slam-dancing between the tight-packed bodies of friends, tourists, boaters, Navy personnel and island flea shoppers.

In the next instant, fueled by a small glass of Cab Sav and the slightly dazed neighborliness of a fellow traveler, I was magically transported to the top of Yerba Buena Island where he lived. I teetered on the dizzying heights of a veritable Mount Olympus.

This spot on Yerba Buena island above the Bay Bridge offers sweeping views of San

Francisco – Photo Carol Harvey

Everyone on both islands knows the spot. I was shaded by an understory of live oaks as I perched precariously over the tunnel bore through the middle of this 150-acre natural island.

Slender eucalyptus trunks shot above my head. Bay Bridge cables and streams of cars swept beneath my feet. Pink-orange butterflies floated lazily over scrub-covered slopes that soared 338 feet above mean sea level and plunged down precipitous 75 percent drops. I surveyed a sweeping southeast view of the City – one of the highest and loveliest views of San Francisco Bay I had ever seen.

Pretty woods on Yerba Buena Island – Photo: Carol Harvey

As my host led me back down a road curving through a small clutch of neat sunlit homes, he described the unique close-knit character of the tiny community in which he lived. Below in San Francisco, where security systems guard against home invasions, and whole neighborhoods fund the ever-watchful corner security van, people don't know who lives next door. The situation is completely reversed on this diminutive mountain.

Yerba Buena Island community – Photo: Carol Harvey

The hill is so steep, who will bother to climb it? Perhaps there are rare visits by a few desperate homeless people foraging for a brushy place to sleep or videographers searching to film the "Great White" mansions.

As a result, the relative protection of private homes frees the residents for constant visits. Neighbors move easily back and forth through each other's doors. It's almost one family. My friend confessed, when his roommates are on holiday, he feels free to walk around nude. But, of course, he's careful about it because of the children.

Plunging ahead

The sinister specter of displacement into possible radiation and chemical contamination on Treasure Island loomed over Yerba Buena families present at the Casa De La Vista Conference Room on Wednesday, April 8, 2015, during the Treasure Island Development Authority board's annual on-island meeting.

With Sen. Dianne Feinstein, Congressperson Nancy Pelosi and former Mayor Willie Brown at their back solidly pushing for redevelopment, the Navy is frenetically fast-forwarding its radiation and chemical cleanup to catapult San Francisco's state and city agency, the Treasure Island Development Authority board (TIDA) and its developer, Lennar, into Phase One of the Yerba Buena and Treasure Island build-out.

The formidable TIDA board is plowing ahead with Redevelopment.

Following the annual presentations of TIHDI (Treasure Island Homeless Development Initiative) and Job Corps successes and the obligatory self-congratulations at the April 8 meeting, Robert Beck, director of island operations and development, announced that on Saturday, April 19, the SF PUC (San Francisco Public Utilities Commission) would be embedding new infrastructure on Treasure Island.

The normally unpredictable phone service was immediately impacted. At least, this time islanders were forewarned. Phones were down twice, from roughly 8:00 to 9:00 a.m. and 3:00 to 4:00 p.m. Since that day, service interruptions that were an intermittent bother have become an only slightly more irritating commonplace.

TIDA Director Robert Beck announces power outages on Treasure Island.

As TIDA barrels ahead, a new sad chapter is being written in the lives of Yerba Buena islanders. For the first time since the early 1870s when the Army Post Camp and lighthouse were built there – through the 1940s to 1960s when Navy commanders like Fleet Admiral Chester W. Nimitz luxuriated in the "Great White" mansions – no tenant will inhabit this mountain or its summit. Unconfirmed rumors, however, have it that John Stewart's property manager, Dan Stone, will be allowed to stay.

Under the auspices of its board and TIDA Director Robert Beck, redevelopment is about to yank from the safety of their quiet aerie and their cherished community closeness the few households remaining at the pinnacle of the Bay. TIDA will summarily induct the former Goat Island's residents into an ever-expanding, but not necessarily exclusive, Bay Area "club": The Evicted. More accurately, Yerba Buena Island residents will become displaced persons.

The "Great White" mansion on Yerba Buena Island where Navy Admiral Nimitz lived

After years of painful negotiations with TIDA and John Stewart Co. realtors during which Yerba Buenans have publicly stated they felt unheard, these families have thinned to fewer than 40.

Like everyone in the Bay Area, indeed in the state – and most notably the largely impoverished Treasure Islanders trapped far below in subsidized housing – the few families remaining who have lived on Yerba Buena Island for many years are locked in place by out-of-control San Francisco rents. That means their only feasible move is into Treasure Island housing.

As TIDA barrels ahead, a new sad chapter is being written in the lives of Yerba Buena islanders.

At this writing, the John Stewart Co. and YBI residents are negotiating the terms of leases in alternative Treasure Island townhouses on the contaminated flats below. True, most of these lucky – or unlucky – folks have enjoyed stunning Bay views, not unreasonable rents, and relative protection from radiation and chemicals. To say that, in their new homes, they fear reduction in quality of life and safety is putting it mildly. But, the loss of the closeness of their community seems to have devastated them the most.

Fear

All humans, but especially U.S. citizens, are motivated by fear. San Francisco Bay was conceived in fear and dedicated to the proposition that all nations will invade us. Since 1846, the Bay Area has been a military defense hub protecting the entire Pacific Coast of our "homeland" from "the enemy."

In that year, the U.S. military took the Presidio from equally fearful Spanish soldiers. In 1868, Yerba Buena Island was established as a defense post. In 1941, when the U.S. entered World War II, Treasure Island was taken from San Francisco by court order to be the Navy's central command.

The Navy left a lot to fear on Treasure Island. A large number of Treasure Islanders have diseases attributable to contact with radiation and chemical contaminants pouring off the place after the Navy established academies to train sailors in instruments of nuclear war.

This Treasure Island woman suffers a painful deformity – swollen legs – with no medical explanation.

A personal note: As a student teacher staggering on sea legs before a surging ocean of teenagers, I noticed my stomach had bounced off the inside of my skull. Later, I discovered my terror was caused by a lot more than 25 snarling little demons who were clearly out for my blood. (I learned to love them later).

I happened upon a stressor chart that explained what people fear most. The top three human fears according to this research were 1) public speaking, 2) moving, 3) death, in that order, all three of which predominate in the lives of residents of both islands.

I was surprised that topping the list, ahead of death itself, is public speaking. The instinctual fear of pairs of eyes staring you down evokes evolutionary memories of the kill-or-be-killed animal hunt – in which you must prevail over your bestial enemy before it tears you apart. Fear of moving and death will be covered in future articles.

The top three human fears according to this research were 1) public speaking, 2) moving, 3) death, in that order, all three of which predominate in the lives of residents of both islands.

This primal terror of public speaking certainly lurked in the adult brains of the Yerba-Buenans who stood up to question the TIDA board on their immanent change of address. They had daunting barriers to battle through.

I can't hear you!

Employing blocking techniques that capitalize on the fear of speaking in public, the formidable TIDA board is plowing ahead with Redevelopment, insisting on – while resisting – public input.

The April 8, 2015, TIDA board appeared to try to ignore questions, both implied and direct, but failed because the Yerba Buenans were pervasive and persistent: How will The City fund redevelopment? Are you forcing us onto a contaminated island? Will we end up in less desirable housing? Is there danger from earthquakes and liquefaction?

Forewarned is forearmed: Go and find out what they are doing with your money

The full TIDA board convenes on the second Wednesday of each month at 1:30 p.m. in Room 400 in San Francisco City Hall, except when it doesn't. The schedule and meeting room tend to vary, so if you plan to attend – and I strongly urge you to do so – for dates and times call the office at 415-274-0660, but be prepared for a voicemail.

A word of caution about phoning the TIDA office for information: It has been the consistent experience of people who approach the board in any capacity – in person, by mail or phone, if you manage to slip past voicemail to a live human – that you receive the briefest, least informative answer possible. Islanders say that urgent correspondence often evokes nothing by return mail.

I have found the most accessible location for meeting times is TIDA's website: http://sftreasureisland.org/board-directors/meetings.

TIDA meetings I have attended are equally user-unfriendly. Kate Austin, Island Director Robert Beck's assistant, opens the meeting with a roll call of the board's seven members: President V. Fei Tsen, Vice-President Larry Mazzola Jr., Secretary Jean-Paul Samaha, Yerba Buena Island resident Chief Financial Officer Mark Dunlop, Jeff Kositsky and recent past president Linda Fadeke Richardson.

TIDA Director's Assistant Kate Austin – Photo: Carol Harvey

TIDA Vice-President Larry Mazzola Jr. – Photo: Carol Harvey

District 6 Supervisor, Jane Kim, an ex-officio member, rarely attends. Islanders remark on Kim's apparent lack of interest. Though many residents have approached her about radiation, chemicals, asbestos, lead and mold toxicity concerns, she remains mostly in absentia.

TIDA President V. Fei Tsen – Photo: Carol Harvey

Typically, the developer Lennar's representatives present detailed, drawn-out proposals for the board's approval. Board members then raise a lengthy series of questions about the feasibility of various permutations in geotechnical and streetscape projections.

By contrast, the time slot in which the public can speak is abbreviated. A bell truncates comments at three minutes. If your explanation involves crucial detail and outruns the time, a startling ding throws you off point. If you continue speaking, the

Yerba Buena Island resident TIDA Chief Financial Officer Mark Dunlop – Photo: Carol Harvey

response is anything but gracious. You must batter your way through a wall of interruptions and discourteous attempts to force you to stop clarifying your point and sit down.

The three-minute time slot would be understandable at a full Board of Supervisors' meeting where public comment lines reach down the center aisle. But, with a typical attendance at the TIDA board meetings of only two or three community members, the

Past TIDA President Linda Fadeke Richardson – Photo: Carol Harvey

TIDA board member Jeff Kositsky – Photo: Carol Harvey

TIDA Secretary Jean-Paul Samaha

comment period should be much longer.

The public's questions are answered with generalizations – perfunctorily, partially or not at all.

Your past experience with this brisk movement through public comment tends to evoke the fear – no, the certainty – that you will, indeed, not be heard, or you will probably be blocked. You are aware in advance that, if you stand to speak, you risk opening yourself to people who simply will brush off or minimize your questions, suggest you haven't paid attention to them or the experts they've consulted and paraded in front of you, or that you are guilty of missing information they covered in past meetings.

One board member literally appears to be looking down his/her nose. (But maybe that's just me.) Despite your own busy schedule, you are expected to attend all monthly three-to-four hour weekday afternoon sessions or be considered uninformed. Such disincentives work together to discourage public attendance which is – not surprisingly – sparse.

The public's questions are answered with generalizations – perfunctorily, partially or not at all.

One Yerba Buena speaker had the temerity to confront the board about its unwelcoming nonverbal cues. "The public comes out and tries to have their voice heard," he stated. "You lay out that you've done so much work, and you've relied on experts. (We)'re always met with: Oh, we've been talking about this forever. What's the point (of our participating)? What's the point?"

To this, Commissioner Linda Richardson remonstrated that the board encourages attendance.

"You encourage," the man continued, "but you're not open. You don't listen."

TIDA board, "You don't listen!"

In this way, the general public's attendance is discouraged, and the board can proceed with its plans unencumbered. Without a monitoring entity such as the press or on-going, determined Bay Area community involvement, decisions deeply affecting the health, lives and pocketbooks of all San Franciscans are finalized without public knowledge, participation or consent.

Carol Harvey is a San Francisco political journalist specializing in human rights and civil rights. She can be reached at carolharveysf@yahoo.com.

*Please go to **Part Two**.*

Comments

Photos: Kendrick Lamar Shot the Video for "Alright" on Treasure Island

BY ERIC DIEP

2 DAYS AGO

334

5

Image via HipHop-N-More

Kendrick Lamar is on to the next video after "King Kunta," as he was spotted over the weekend shooting "Alright" in the Bay Area.

Photos of K. Dot appeared on Friday on the *East Bay Express* showing him strapped in a harness getting ready to rap over his fans. In others, he is having fun with a sizable squad behind him. It all took place on Treasure Island, bringing his San Francisco and Oakland friends together.

Local rappers **Los Rakas** and **Ezale** were in attendance. Reportedly, K. Dot told the crowd to "go dumb in place." It looks like they did just that. Watch some footage below and look for the **Pharrell**-assisted "Alright" video coming soon.

yung metaphysics
@La_NoNo

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Kendrick had Oakland like
5:06 PM - 22 May 2015

106 80

The Examiner

News » Development May 28, 2015

SF receives first major transfer of land for Treasure and Yerba Buena islands project

By Laura Dudnick @LauraDudnick

A plan to build thousands of homes on Treasure Island that has been nearly two decades in the making is now one step closer to reality.

Today, Mayor Ed Lee is expected to announce the receipt of 290 acres of Treasure and Yerba Buena islands from the Navy in anticipation of the development of 8,000 homes (including 2,000 at below market rate); 500,000 square feet of commercial, retail and office space; up to 500 hotel rooms; a ferry terminal; and 300 acres of parks and open space.

The deal marks the first major property transfer in the project. The remaining 200 acres will be passed over in five subsequent transfers over the next seven years, said Robert Beck, director of The City's Treasure Island Development Authority that oversees the islands.

click to enlarge

COURTESY MAP

RELATED STORIES

Environmental review for Treasure Island development approved by judge
By Mike Billings

"This is a huge milestone...and a culmination of many years of work," Beck said.

The 290 acres encompass half of both islands. The Navy also turned over more than 500 acres of submerged land surrounding the man-made Treasure Island that was last used by the military in 1997.

"It's taken almost two decades to get to this point, and we're eager to transform this former naval base into a vibrant community with more housing, jobs and economic opportunities for our residents," Lee said in a statement.

Infrastructure development, which could cost $1.5 billion, is expected to begin later this year and includes building new roadways and water and sewer distribution systems, followed by the construction of buildings in 2017 on Yerba Buena Island. Because Treasure Island needs significant geotechnical work, the first homes won't be built there until 2018, Beck said.

The entire project is anticipated to be complete by 2030.

In the years leading up to the development, the islands became home to some 160 commercial tenants and 660 households. Residents who lived there prior to the adoption of the development agreement in 2011 will be offered the new housing.

The Treasure Island development will be concentrated along the western edge, facing San Francisco, and along the southeastern portion adjoining an expanded Clipper Cove Marina with views of the new eastern span of the Bay Bridge and the East Bay hills.

More Development »

Tags: Development, Treasure Island, Yerba Buena Island, U.S. Navy, redevelopment, Ed Lee, planning, housing

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Bio:
Laura Dudnick, a Bay Area native, covers education and planning for The San Francisco Examiner. She previously worked as a senior local editor for Patch.com, and as the San Mateo County bureau reporter and weekend editor for Bay City News Service.

Mayor Lee Announces First Major Transfer of Treasure Island/Yerba Buena Island From U.S. Navy to City

May 29, 2015
by **RealEstateRama**

Government and Public Real Estate News: Property News, Housing News, Grant News, Mortgage News, Foreclosure News

Mayor Edwin M. Lee today announced that the City has accepted the transfer of nearly 300 acres of Treasure Island/Yerba Buena Island from the U.S. Navy in anticipation of the redevelopment that will create 8,000 homes, 25 percent of them affordable, and jobs and parks and open space. The transformation of the former naval base is one of the most important development projects in the City's history

Transfer of Land Marks Official Start to Redevelopment of Treasure Island/Yerba Buena Island to Build New Homes & Transform Neighborhood

San Francisco, CA – May 29, 2015 – (RealEstateRama) — Mayor Edwin M. Lee today announced that the City has accepted the transfer of nearly 300 acres of Treasure Island/Yerba Buena Island from the U.S. Navy in anticipation of the redevelopment that will create 8,000 homes, 25 percent of them affordable, and jobs and parks and open space. The transformation of the former naval base is one of the most important development projects in the City's history.

"The U.S. Navy's transfer of land to the City marks a major milestone in the redevelopment and revitalization of Treasure Island," said Mayor Lee. "It's taken almost two decades to get to this point, and we're eager to transform this former naval base into a vibrant community with more housing, jobs and economic opportunities for our residents. I thank leaders such as Senator Dianne Feinstein, Democratic Leader Nancy Pelosi, Navy Secretary Ray Mabus, and Lieutenant Governor Gavin Newsom for providing the necessary leadership to undertake this transformative process for our City."

"Creating new housing, especially affordable housing, as part of what will be a sustainable, transit-oriented development will revitalize Treasure Island and strengthen the economic and cultural vitality of the San Francisco community," said House

Democratic Leader Nancy Pelosi. "That is why I was proud to help resolve years of stalemate and be part of crafting a fair agreement in 2010 between the Navy and our City that led to today's transfer. I will continue to lead in the Congress along with our local and federal partners in the effort to secure the necessary funding to continue cleaning up and transferring parcels on Treasure Island, as well as ensure long-term monitoring to ensure the health and safety of its residents."

"With the transfer of Treasure Island to San Francisco, the promise of 8,000 new homes—2,000 of which will be affordable—and 300 acres of open space is one step closer to reality," said Senator Dianne Feinstein. "I'm grateful to Nancy Pelosi, the Navy and the City and County of San Francisco for working collaboratively to move this critical project forward."

The U.S. Navy officially conveyed 290 acres that encompass half of Yerba Buena Island and half of Treasure Island to the City's Treasure Island Development Authority, which oversees the islands. All parcels being accepted have been fully remediated by the Navy. The Navy also turned over 518 acres of submerged land surrounding the man-made island that was home to Naval Station Treasure Island until its closure in 1997. Additional, smaller transfers will be made over the next seven years.

In exchange for the land, the City and its development partner, Treasure Island Community Development, will pay the U.S. Navy $55 million over the next 10 years. The Navy could receive additional compensation based on the cash flow generated by the project.

In the years that the City has been preparing for redevelopment, Treasure Island and the adjoining Yerba Buena Island have become home to approximately 160 commercial tenants and support 660 households in former Navy housing. The U.S. Coast Guard and Job Corps operate programs on the two islands on property to be retained by the Federal government.

Plans for the redevelopment of Treasure Island and Yerba Buena Island include the construction of new infrastructure and public facilities, including roads, utilities and the creation of 300 acres of parks and open space. The mixed-use, high-density project will include up to 8,000 homes, 500,000 square feet of commercial, retail and office space, and up to 500 hotel rooms. A new ferry terminal supporting ferry service between Treasure Island to San Francisco will be the cornerstone of the islands' transportation program.

Development on Treasure Island will be concentrated along the western edge of the island looking out towards the City and along the southeastern edge of the island adjoining an expanded Clipper Cove Marina with views of the new eastern span of the Bay Bridge and the East Bay hills. The entire community will be walkable, bikeable and built in accordance with the most current sustainability guidelines.

"This is a huge milestone for the program and clears the way for the redevelopment of the island to begin," said Treasure Island Development Authority Director Robert Beck. "A great number of individuals have put in a tremendous amount of work over many years to make this possible."

Development of Treasure Island was approved unanimously by the San Francisco Board of Supervisors in 2011 and will be led by the City's development partner Treasure Island Community Development, a partnership between Lennar Urban (a division of Lennar Corporation) and KSWM (members of KWSM include Kenwood Investments, Stockbridge Capital Group and Wilson Meany). Collectively, the development team has been responsible for many of California's most innovative urban infill developments including new residential construction, large master planned communities, and historic renovations.

The City expects to begin transferring land to the development team later this year, at which time infrastructure work will begin.

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SF gentrification pushes lower-income residents into radioactive areas

Treasure Island and Hunters Point, two derelict and contaminated Navy hubs, are key to city's affordable housing plan

June 4, 2015 5:00AM ET

by **Toshio Meronek (/profiles/m/toshio-meronek.html)**

SAN FRANCISCO — The Hunters Point Shipyard and its annex at Treasure Island were once used to clean boats returning from nuclear-weapons testing in the Pacific. Now they will soon be the sites of much-needed affordable housing stock in a city where high demand and speculation have produced explosive gentrification and displacement. Renderings for the new neighborhoods are attractively designed, picturing modern shopping areas, parks with eco-friendly low-water shrubs, and the pièce de résistance: sweeping views of the San Francisco Bay.

A view of San Francisco's Treasure Island, looking west from a hill located on Avenue H and Sixth Street. More than a third of the population is formerly homeless. Carlos Chavarría

The illustrations, of course, leave out the black-and-yellow radioactive warning signs that litter the parcels of land where cleanup is still underway.

The former military bases have been a key part of the city government's strategy to house lower-income residents. On Treasure Island, more than a third of the population is formerly homeless.

"Very talented people both in the city hall and the private sector are looking for ways to accelerate the creation

of affordable housing," said Kofi Bonner, who oversees land acquisition for Lennar Corporation, which convinced the city government to approve its bids to redevelop Treasure Island in 2003 and the Hunters Point Shipyard in 2014. Lennar, one of the country's largest homebuilders, is among the top 10 spenders on lobbying local politicians, according to San Francisco Ethics Commission data.

In negotiating its contract with the city, one of Lennar's concessions was a higher-than-usual ratio of affordable to market rate housing. But affordable-housing advocates aren't excited about sending lower-income people to two derelict navy hubs where lingering radiation is a concern, especially given past lawsuits against the development company.

Lennar has made a fortune from converting former military bases into cookie-cutter subdivisions, but in 2008 homeowners in a Lennar development uncovered more than a hundred World War II-era bombs and rockets, many still live, inside their brand-new Florida neighborhood.

The Navy promises a better cleanup job than the Army did in Florida, and the city is offering subsidies to help make homes more affordable to people who might otherwise be pushed out of San Francisco.

"In this particular situation, I think everything should be on the table," Bonner said, lauding the city's decision to foot some of the bill for the affordable homes.

Talking to the media, Bonner is quick to mention the affordability crisis, and comes off as more politically savvy than his onetime boss, former San Francisco mayor Willie Brown, whose famous quip about high housing costs in the Bay Area ("If you don't make $50,000 a year in San Francisco, then you shouldn't live here") got him into trouble with liberal-leaning voters.

Born to a wealthy family in Kumasi, Ghana, Bonner spent most of his early years in England. He currently resides a half-hour's drive east of the Bay, in posh Walnut Creek, a town that ranks in the top 20 for highest incomes in the U.S.

Prior to helming these military base makeovers, the well-connected Bonner also worked alongside current San Francisco Mayor Ed Lee. But he might be best known for his work as redevelopment director for nearby Emeryville, California, where he fought and won a battle against Native American activists who had hoped to save a culturally and spiritually significant burial site. The Ohlone Shellmound has since been paved over, and serves as an outdoor shopping mall for chain stores such as H&M, Ikea and Uniqlo.

Residents of Hunters Point and Treasure Island pull no punches when it comes to the past actions of Lennar and local officials who are friendly with the company, including mayors Brown and Lee. In a lawsuit against the company, Christopher Muhammad, a local minister for the Nation of Islam, called Lennar "a rogue company that can't be trusted." The asbestos-related suit cited Lennar's construction in Hunters Point as the cause of the neighborhood's high asthma rates in children, an issue around which the city eventually created a special task force.

Inside a housing complex on the northwest corner of Treasure Island. San Francisco approved Lennar Urban's bid to redevelop the island based on a concession that there be a higher-than-usual ratio of affordable to market rate housing. Carlos Chavarría

"Our contention is that Lennar purposefully turned the [asbestos] monitors off," Muhammad told the San Francisco Bay Guardian back in 2007 (http://www.sfbg.com/2007/11/28/question-intent?page=0,0). "The problem was that Lennar was looking at their bottom line and violated every agreement. They threw the precautionary principle to the wind, literally. And the city looked the other way."

Longtime Hunters Point resident Marie Harrison works for the environmental justice group Greenaction (http://greenaction.org/). She said Lennar has been "nothing but shameful."

"These guys, in my view, were so far out in left field when it came to doing the job that they were supposed to do, in protecting the community to the best of their ability, it was like community folks didn't count," Harrison said.

"They've been allowed to act with impunity," she added.

Asked about health issues in the Shipyard, Bonner was canny in his response.

"Neither you or I are scientists or doctors, and I'm aware, and it's been well documented, that Hunters Point has a higher degree of certain diseases. I do believe that there could be any number of reasons and several people have opined on what the reasons are," he said. "The short answer is, yes, I'm certainly aware of it. I can only say that cleaning up the base, and bringing in healthy homes and healthy activities ultimately is in the best interest of the overall community."

Beyond healthy homes, Lennar's guiding interest is, of course, making profits, and when the Shipyard and Treasure Island projects are completed, the returns will be a sizable chunk of the $8.5 billion redevelopment contracts. The company declined to disclose its profit expectations.

However the more than $150,000 per year (according to self-reported estimates) that Lennar spent on lobbying efforts appears to have paid off. At the Shipyard, the company was chosen as the sole developer in spite of the advice of a financial consultant hired by the city to evaluate competing bids, and who recommended another firm. Under its negotiated agreement, Lennar is paying nothing for the land in the Shipyard and Treasure Island, but will share the cost of infrastructure with the city, and has agreed to profit-share with taxpayers — maybe. Under the agreement, the city can only share in the profits once Lennar has itself earned a 25 percent return on its investment.

The Navy is responsible for paying for the cleanup, which has been underway for decades. Harrison said it wasn't too long ago that potentially contaminated sewage used to pop up out of manholes on Third Street in Hunters Point. Currently, one method of waste removal used by the Navy is to push potentially contaminated dirt near the shipyard 100 yards out into the bay.

"I'm not an oceanologist, I'm not an engineer," Harrison said, "but even I can tell you that once that water flows out there to that 100-yard mark, it doesn't get out there and say, 'Oh, I can't mix with the rest of this water because I'm contaminated.' We already have an issue with mercury and PCBs in our water now." The State's Water Quality Control Board has been aware of this latter problem for years; potential carcinogens mercury and polychlorinated biphenyls are so prevalent in Bay fish, for example, the Board issued warnings against eating locally caught sea life.

Harrison's voice turned bleaker as she listed recent deaths in the neighborhood.

"On my block alone in the past two years, eight people have died from different types of cancer. There is a block over from me, going toward the Shipyard, a fourplex apartment building — three of the adult women, not in the same family, have breast cancer. In the unit behind there, the guy there has breast cancer. On Quesada [Avenue], two of the houses down from where the fourplex is, both women in that duplex have breast cancer. But for some reason, that's not seen as a cancer cluster."

Last year, a contract worker who discovered high amounts of radioactive contamination on Treasure Island was subsequently fired, then blew the whistle by reporting the contamination to public officials. The contractor, radiation specialist Robert McLean, told the Center for Investigative Reporting at the time, "We found radiation, contaminated materials, in playgrounds and in areas that had previously been playgrounds." A Navy contractor later admitted to submitting false reports (http://www.nbcbayarea.com/investigations/Contractor-Submitted-False-Radiation-Data-at-Hunters-Point-279025911.html) for areas on Treasure Island that were still affected by radiation.

An aerial rendering of the San Francisco Shipyard, a new development by Lennar Urban, a subsidiary of Lennar Corporation. Lennar Urban

A report released in 2014 by the California Cancer Prevention Center was inconclusive about heightened risks for cancer on Treasure Island, noting that the fluctuating size of the island's population — 2,500 as of the 2010 census — "makes any sort of meaningful site-specific statistical analysis infeasible."

"We may not speak the King's English," Harrison said, "but we know what's happening to us. We see it and live it everyday, so if you want to know about it, ask us, don't ask somebody else because they don't live here."

Bob Beck is director of the Treasure Island Development Authority, the city agency overseeing the area's development. He doesn't live on the island, nor do any of his seven staff. But with his engineering background, he sees Treasure Island as "an incredible location, from an engineering perspective—it's a very interesting

project to be working on."

"The city has a pretty high affordable housing requirement on the whole," according to Beck, "but it's been an emphasis here, with an added emphasis on the formerly homeless."

Beck is eager to start construction on the up to 8,000 new homes planned to be built over the next two decades. (Currently, the island has just under a thousand units.)

"We're very interested in getting into construction and start helping to contribute to the solution [for the housing crisis]," he said.

Beck's signature was on the November 2013 letter that went out to 24 households on Treasure Island who were forced to relocate due to chemical pollution beneath their homes. In spite of the relocations and a news investigation (http://investigations.nbcnews.com/_news/2012/08/28/13531823-navy-sought-to-stifle-concerns-of-radiation-on-sf-bay-island-emails-show) that found the Navy wanted to suppress radiation concerns, overall Beck said he believes "the Navy's been doing a good job" with the cleanup.

Harrison, however, worries what could happen as sea levels rise due to climate change. Contaminated dirt in the Bay might move closer to where people live, work, and go to school, she contended.

"There are so many holes in the city's [current] climate plan," she said. "We're not engineers, and we're not scientists, but if we can point out so many holes in the plan, there's a problem."

When asked about the cleanup, the Department of Toxic Substances Control (DTSC) deferred to the Environmental Protection Agency. The EPA said its oversight and review process is sufficient.

"The Navy's own internal routine quality-control system functions as it is designed to do," a public affairs officer for EPA Region 9 responded in an email. "When the Navy has found any concerns, it has reported them and corrected them."

The cleanup is far from finished. The EPA rep said current health hazards can result from inhalation, drinking water and skin contact. The agency expects Hunters Point to be taken off the EPA Superfund site registry by 2021. By its own estimate, the Navy will finally finish its Treasure Island cleanup in 2022. In the meantime, they are excavating contaminated soil, storm drains, and other structures and moving them offsite.

"They also protect the public from contaminated water through banning use of groundwater for drinking or bathing and through treatments such as injecting iron or lactate to promote chemical breakdown of contaminants," the spokeswoman said.

According to the DTSC, there is also the costly process of moving especially contaminated dirt to land owned by private subcontractors, U.S. Ecology and Energy Solutions, located hundreds of miles away in Idaho and Utah. This is radioactive soil so dangerous that there are no dump sites in California that will touch the stuff, according to the DTSC's communications officer Sanford Nax.

For the formerly homeless moving onto Treasure Island, it's difficult to say whether the trade-off of a roof over one's head for a condition like asthma, or worse, is worth it.

But health concerns haven't stopped the first 88 homes at the Shipyard from being snapped up by market-rate homebuyers for between $400,000 and $700,000 apiece. Residents began moving in in April.

Meanwhile, Lennar recently solidified plans for more base redevelopments across the Bay, at the recently decommissioned Alameda Naval Air Station and Concord Naval Weapons Station.

Regarding all the mishaps and blame-passing tied to the Hunters Point and Shipyard projects, Harrison can't help but wonder whether things would be different if the people living on and near these former bases were wealthier. She pointed to the Victorian-style homes in the affluent Marina District that were damaged in an earthquake in 1989. In much of the neighborhood, signs of the quake had vanished within just a year.

"Do you really think if that happened on Evans Street [in Hunters Point] it would really get rebuilt that fast?" she asked. "I would like to say that we get fair treatment from the city, but I would be lying."

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AGENDA ITEM 6b
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 10, 2015

Subject: Resolution Authorizing the Treasure Island Director to Execute a Grant Agreement with the Boys and Girls Clubs of San Francisco, a California Non-Profit Organization, for the purpose of funding Boys and Girls Clubs of San Francisco's Camp Mendocino tuition for all on-Island youth residents for summer of 2015 (Action Item)

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

The Boys and Girls Clubs of San Francisco ("BGCSF") is a non-profit organization dedicated to the serving the youth and teens of San Francisco. BGCSF has previously provided after-school and summer programming for the youth and teens of Treasure and Yerba Buena Islands, including operation of an on-Island Clubhouse and facilitating on-Island youth's attendance at BGCSF's Camp Mendocino. In prior years, youth residents attendance at Camp Mendocino was funded through TIDA's annual Professional Services Contract with BGCSF.

Camp Mendocino, located in a 2,000-acre beautiful redwood forest three and half hours north of San Francisco, is an outdoor education and environmental awareness program focused on the character and leadership development. For over 80 years, Boys & Girls Clubs of San Francisco has been providing this creative, fun and supportive camping experience for youth ages eight to 18. The stated mission of Camp Mendocino is: "To enable and inspire all young people, but especially those from disadvantaged circumstances to realize their full potential as productive, responsible and caring citizens."

The Island community has again identified on-Island youth's attendance at Camp Mendocino as an on-Island programming priority for Summer 2015, and Project Office staff desires to again provide this assistance and assure that all on-Island youth have the opportunity to participate at Camp Mendocino this summer if they so wish.

AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Agreement include the following:

Term: The Agreement will commence upon Authority Board approval, and shall terminate no later than September 30, 2015.

Amount of Funding: The total amount of the Agreement shall not exceed $9,900. TIDA shall pay this amount to BGCSF unless the number of on-island children attending Camp Mendocino

is lower than 14 (at approximately $707 per child). If more on-island children enroll, BGCSF will accept such children and absorb the additional cost without additional payment by TIDA.

Eligible Expenses: Eligible Expenses are limited to reimbursement for Camp Mendocino tuition for on-Island children.

Funding Mechanism: BGCSF shall submit a Funding Request(s), including appropriate backup documentation, to TIDA in substantially the form found in Appendix C of the Agreement. The Funding Request(s) will be reviewed by Project Office staff and approved for payment by the Treasure Island Director once deemed consistent with the Eligible Expenses allowable under the Agreement.

BUDGET IMPACT

The Agreement provides BGCSF with an amount not to exceed $9,900 during FY 2015-2016. This amount provides the same level of funding from FY 2014/15 for services.

RECOMMENDATION

Project Staff recommends the Authority Board approve the proposed Agreement Boys and Girls Clubs of San Francisco, a California Non-Profit Organization, for an amount not to exceed $9,900 for Fiscal Year 2015-2016.

EXHIBITS

A Grant Agreement between the Authority and Boys and Girls Clubs of San Francisco.

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Robert P. Beck, Treasure Island Director

CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY

GRANT AGREEMENT

between

TREASURE ISLAND DEVELOPMENT AUTHORITY

and

BOYS AND GIRLS CLUBS OF SAN FRANCISCO

THIS GRANT AGREEMENT (this "Agreement") is made this June 11, 2015, in the City and County of San Francisco, State of California, by and between the BOYS AND GIRLS CLUBS OF SAN FRANCISCO, a California Non-Profit Corporation ("Grantee") and the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation, and the City and County of San Francisco ("Authority").

WITNESSETH:

WHEREAS, Grantee has submitted to the Authority the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

Camp Mendocino tuition for youth residents of Treasure and Yerba Buena Islands; and

WHEREAS, Grantee warrants it is a non-profit corporation dedicated to serving the youth of San Francisco; and

WHEREAS, Authority desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Authority**" shall mean Treasure Island Development Authority.

(c) "**Application Documents**" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) "**Budget**" shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

(e) "**Charter**" shall mean the Charter of City.

(f) "**Controller**" shall mean the Controller of City.

(g) "**Eligible Expenses**" shall have the meaning set forth in Appendix A.

(h) "**Event of Default**" shall have the meaning set forth in Section 11.1.

(i) "**Fiscal Quarter**" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(j) "**Fiscal Year**" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

(k) "**Funding Request**" shall have the meaning set forth in Section 5.3(a).

(l) "**Grant Funds**" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(m) "**Grant Plan**" shall have the meaning set forth in Appendix B

or

shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.

(n) "**CMD**" shall mean the The City and County of San Francisco's Contract Monitoring Division.

(o) "**Indemnified Parties**" shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) "**Losses**" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) "**Publication**" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

ARTICLE 2
APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not

authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3
TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Authority has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) **June 11, 2015** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **September 30, 2015**.

ARTICLE 4
IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed Nine Thousand Nine Hundred Dollars ($9,900).

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once every fourteen (14) days during the Term of the Grant Agreement.

5.4 Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

ARTICLE 6
REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, on or before the date of this Agreement, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and

(b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

ARTICLE 7
TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3. Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(d) Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 7.3.(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of $50 for a second violation and $100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c) (3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof).

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10
INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars ($1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than one million dollars ($1,000,000) each occurrence, $2,000,000 aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations..

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars ($1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured the Treasure Island Development Authority, the City and County of San Francisco and their officers, agents, directors and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a

general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement**. Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance**. Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Applicable Laws**. Grantee fails to perform or breaches any of the terms or provisions of Article 16.

(d) **Failure to Perform Other Covenants**. Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default**. Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency**. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage

of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency**. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination**. City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds**. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset**. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12
DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City.

Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, upon any request by City, Grantee shall provide to City financial projections, including profit and loss figures, for the Project as well as annual financial statements for the Project certified by Grantee as complete and accurate and audited by an independent accounting firm. Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

ARTICLE 13
ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations**. In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent

applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract**. Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14
INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Agency or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, Grantee agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City:

Treasure Island Development Authority
Treasure Island Project Office
One Avenue of Palms
Building 1, 2nd Floor
Treasure Island
San Francisco, CA 94130

Attn: Robert P. Beck
Treasure Island Director
Fax No.: 415-274-0299

If to Grantee:

Boys and Girls Clubs of San Francisco
55 Hawthorne Street, Suite 600
San Francisco, CA 94105
Attn: Maxine Wilson, VP of Operations
Email: mwilson@kidsclub.org

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16
COMPLIANCE

16.1 Left Blank By Agreement of the Parties

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate**. In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV

status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts**. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits**. Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract**. As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference**. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars ($50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with

any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Requiring Minimum Compensation for Employees.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

(b) The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

(c) Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(d) Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

(e) The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

(f) Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but

are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(g) Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(h) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(i) If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

16.9 Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

16.10 Left Blank by Agreement of the Parties

16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be

expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. If the Grantee receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Grantee shall remove all graffiti from any real property owned or leased by Grantee in the City and County of San Francisco within forty eight (48) hours of the earlier of Grantee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Grantee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Grantee to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

16.17 Food Service Waste Reduction Requirements. Effective June 1, 2007, Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance,

as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Left Blank by Agreement of the Parties

16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17
MISCELLANEOUS

17.1 No Waiver. No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of the Agency who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict

between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Definition of Eligible Expenses
Appendix B, Definition of Grant Plan
Appendix C, Form of Funding Request
Appendix D, Interests in Other City Contracts
Appendix E, Permitted Subgrantees

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties
Section 6.8	Ownership of Results.
Article 7	Taxes
Article 9	Indemnification and General Liability
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Robert P. Beck
Treasure Island Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Alicia Cabrera
Deputy City Attorney

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

BOYS AND GIRLS CLUBS OF SAN FRANCISCO

By: _____

Print Name: _____

Title: _____

Federal Tax ID #: _____

City Vendor Number: _____

Appendix A--Definition of Eligible Expenses

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

(a) Paid by Grantee prior to the submission of the applicable Funding Request;

(b) Expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request;

Eligible Expenses are:

(1) Camp Mendocino tuition for youth residents of Treasure and Yerba Buena Islands.

Eligible Expenses shall specifically *exclude*:

(1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;

(2) capital expenses;

(3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;

(4) penalties, late charges or interest on any late payments; or

(5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean:

Payment of tuition for youth residents of Treasure Island and Yerba Buena Island attendance at Boys and Girls Clubs of San Francisco's Camp Mendocino during summer of 2015. To receive the full amount of Grant Funds, Grantee shall enroll not less than 14 youth residents of Treasure Island and Yerba Buena Island. Grantee shall enroll all on-island youth that sign up to attend Camp Mendocino.

Appendix C--Form of Funding Request

FUNDING REQUEST

_____, 2015

Treasure Island Development Authority
One Avenue of Palms, Suite 241
San Francisco, CA 94130

Re: Grant No. TIDA-002

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of June 13, 2014, between the undersigned ("Grantee") and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested in this Request:	$_____
Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement:	$9,900.00
Total of All Grant Funds Disbursed Prior to this Request:	$_____

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Boys and Girls Clubs of San Francisco

By _____

Print Name _____

Title _____

SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Payee	Amount	Description

The following are attached as part of this Schedule 1:

(1) an invoice for each item of Eligible Expense for which Grant Funds are requested;

(2) the front and the back of canceled checks or other written evidence documenting the payment of each invoice;

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

Appendix E--Permitted Subgrantees

None

[Grant Agreement with the Boys & Girls Clubs of San Francisco]

Resolution Authorizing the Treasure Island Director to Execute a Grant Agreement with the Boys and Girls Clubs of San Francisco, a California Non-Profit Organization

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and,

WHEREAS, In response to community feedback and input, the Boys and Girls Clubs of San Francisco, a California Non-Profit Organization (BGCSF) has submitted a proposal, and budget, to the Authority requesting funding of on-Island youth's Camp Mendocino tuition for summer of 2015; and

WHEREAS, The funding proposal is for an amount not to exceed $9,900, consistent with the per-child tuition cost of Camp Mendocino and the number of eligible on-Island youth and teens; and,

WHEREAS, Project Office staff has reviewed the proposal and finds it reasonable and consistent with the summer programming services desired by the Island community; and

WHEREAS, The Authority wishes to fund the proposal in an amount not to exceed $9,900 (Nine Thousand Nine Hundred Dollars) with funds pre-identified in the Authority's FY15-16 Budget and available for disbursement; now therefore be it,

RESOLVED, That the Authority hereby authorizes the Treasure Island Director or his designee to execute the Grant Agreement in substantially the form attached hereto as Exhibit A with the Boys and Girls Clubs of San Francisco for funding Camp Mendocino tuition for on-Island youth and, be it

FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into the Grant Agreement will serve the goals of the Authority and the public interests of the City, and (ii) the terms and conditions of the Grant Agreement are economically reasonable; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Director or his designee to enter into any additions, amendments or other modifications to the Loan Agreement that the Treasure Island Director determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Treasure Island Director or his designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 10, 2015.

_____

Jean-Paul Samaha, Secretary

AGENDA ITEM 6c
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 10, 2015

Subject: Resolution Authorizing the Treasure Island Director to execute a month-to-month Professional Services Agreement with Rubicon Enterprises, Inc. to Provide Landscape Services commencing on July 1, 2015 for an amount not to exceed $602,593

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: (415) 274-3365

BACKGROUND

Rubicon Enterprises, Inc., a California nonprofit corporation ("Rubicon") and a member organization of the Treasure Island Homeless Development Initiative ("TIHDI"), provides services that increase employment opportunities for economically-disadvantaged people. For over twenty one years, Rubicon has been providing landscape services to Treasure and Yerba Buena Islands through its Landscape Services Division. Rubicon provides stable employment to disabled and economically disadvantaged individuals from San Francisco. The Treasure Island operation has employed over seventy Rubicon Landscape employees through the TIHDI referral programs. Some of the TIHDI referrals have been promoted to supervisor positions, and others have moved on to opportunities, including working for SF Recreation and Parks Department and SF Conservation Corps.

On November 26, 1996, the US Department of Housing and Urban Development approved the Base Closure Homeless Assistance Agreement and Option to Lease Real Property ("Homeless Assistance Agreement") between the City & County of San Francisco (the "City") as the Local Reuse Authority for Treasure Island and TIHDI. The Homeless Assistance Agreement was drafted as an element of the City's election to comply with the conditions of the Base Closure, Community Redevelopment and Homeless Assistance Act of 1994, which requires the Local Reuse Authority to propose a plan for using base resources to assist homeless persons in the City. The Treasure Island Development Authority (the "Authority") is the Local Reuse Authority.

In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance Agreement"). The Board of Supervisors ("BOS") approved this agreement in Resolution No. 243-11. Within the Amended Homeless Assistance Agreement is the Jobs and Equal Opportunity Program ("JEOP") which describes job training and employment opportunities for TIHDI's member organizations for formerly homeless and economically disadvantaged San Franciscans. Section 6 of the JEOP identifies specific opportunities for TIHDI member organizations who operate social enterprises to be given the Right of First Offer ("ROFO") for landscape maintenance services, among others.

These contracts cannot be bid outside TIHDI until the good faith process outlined in ROFO has been satisfied.

The current landscaping services contract between the Authority and Rubicon expires on June 30, 2015. The Authority and Rubicon have negotiated a new Professional Services Agreement (the "Agreement") for a month to month term for the period of July 1, 2015 through June 30, 2016, for a total not to exceed amount of $602,593. Routine and adjunct services are for five days a week for an amount not to exceed $50,216.08 per month totaling $602,593.

Under the proposed Professional Services Agreement for FY 2015/16, Rubicon will provide twelve (12) months of landscape / building and grounds services on Treasure Island and six (6) months of services on Yerba Buena Island. The scope of services is decreased from FY 2014/15 as Yerba Buena Island and several areas on Treasure Island namely the Great lawn, Pavilion, Casa de la Vista, Chapel, Fogwatch, and Star Barracks, will be excluded from the contracted services due to impending development of these areas. The reduced footprint will decrease the level of funding by $135,897.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Professional Services Agreement include the following:

Location:	Treasure Island and Yerba Buena Island
Commencement Date:	July 1, 2015
Term:	Month-to-Month
Compensation:	Amount not to exceed Six Hundred Two Thousand Five Hundred and Ninety Three Dollars ($602,593)
Landscape Maintenance Services:	Blowing – Clean street, parking areas, sidewalks and turf areas of plant debris; Detailing – Clean plant beds, remove weeds and debris, general plant bed maintenance; Disease and Insect Control – Address plant disease and insect problems using Integrated Pest Management techniques; Edging – Trim turf at edge of pavement; Empty Trash – Empty public trash receptacles in public areas, including bus stops, marina, and perimeter trail, as well as replenishing of doggie bags in same areas; Fertilize – Fertilize shrubs and turf; Mowing – Cut grass in irrigated and non-irrigated areas; Mulch – Maintain 2" minimum mulch layer in plant beds;

Litter Pickup – Removal and disposal of litter from streets, parking areas, sidewalks and turf areas, including small tree limbs;

Process Plant Debris – Using grinder and chipper, grind and chip green waste, and maintain compost pile;

Pruning – Prune shrubs for shape and plant health;

Spraying – Spray herbicide on weeds in plant beds and pavement cracks;

Trimming – Trim around trees, shrubs, obstacles, etc.;

Watering – Operating irrigation equipment and settings for automated irrigation, and perform hand watering where system is unavailable;

Irrigation Maintenance – adjusting irrigation and sprinkler systems;

Bulk Debris – Removal and disposal of large debris items such as abandoned furniture, trash, etc.

Landscape Maintenance Contracted Services:

Landscape Maintenance Services Not Performed By Rubicon—Contracted Out To others
Installation of new landscapes and / or renovation of existing landscapes, including irrigation replacement and repair of equipment;
Tree Service – Tree service above 15 feet from ground, including pruning, removal of trees, and cutting of large fallen trees and branches

BUDGET IMPACT

The Professional Services Agreement provides Rubicon with an amount not to exceed $602,593 during FY 2015-2016. This amount provides a reduction in funding of $135,897 from FY 2014/15 for contract services.

RECOMMENDATION

Staff believes that Rubicon's mission, purpose, and program is consistent with the Amended Homeless Assistance Agreement. Project Staff recommends the Authority Board approve the proposed Professional Services Agreement for landscape maintenance services with Rubicon commencing on July 1, 2015 for an amount not to exceed $602,593 for Fiscal Year 2015-2016.

EXHIBITS

EXHIBIT A: Professional Services Agreement between the Treasure Island Development Authority and Rubicon Enterprises, Inc

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Robert P. Beck, Treasure Island Director

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, California 94130

Agreement between the Treasure Island Development Authority and

Rubicon Enterprises, Inc.

This Agreement is made this 1st day of July, 2015, in the City and County of San Francisco, State of California, by and between Rubicon Enterprises, Inc., a California nonprofit corporation, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Treasure Island Director, hereinafter referred to as the "Director."

Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Amended and Restated Base Closure Homeless Assistance Agreement between the Authority and the Treasure Island Homeless Development Initiative ("TIHDI") and the Jobs and Equal Opportunity Program approved by the Board of Supervisors require Authority to negotiate in good faith with TIHDI member organizations; and,

WHEREAS, the Authority wishes to procure landscape and grounds maintenance services at Naval Station Treasure Island; and,

WHEREAS, Landscape and grounds maintenance services are identified in the Homeless Component of the Treasure Island Reuse Plan as one of the economic development opportunities available to assist homeless and other economically disadvantaged San Franciscans; and,

WHEREAS, Contractor, a member organization of TIHDI, provides landscape and grounds maintenance services that increase economic opportunities for economically-disadvantaged people and people with disabilities; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

1. **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for a month-to-month term from July 1, 2015 to June 30, 2016. Notwithstanding anything in this Agreement to the contrary, either party, in its sole discretion, may terminate this Agreement for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Landscape Budget for TI/YBI (Treasure Island/Yerba Buena Island) Service Areas," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the tenth day of each month for work performed in the previous month, as set forth in Section 4 of this Agreement, that the Treasure Island Director, in his or her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed Six Hundred Two Thousand Five Hundred and Ninety Three Dollars ($602,593). The breakdown of costs associated with this Agreement appears in Appendix A,

"Landscape Budget for TI/YBI Service Areas," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or

employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Left blank by agreement of the parties (Disallowance)

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Authority for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Treasure Island Director

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall furnish to Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS

OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of **Five Hundred Dollars ($500)** per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority.

20. Default; Remedies

Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8.	Submitting False Claims; Monetary Penalties.	37.	Drug-free workplace policy
10.	Taxes	53.	Compliance with laws
15.	Insurance	55.	Supervision of minors
24.	Proprietary or confidential information of City	57.	Protection of private information
30.	Assignment		

Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with

respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.

(7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.

d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively

high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: **Treasure Island Development Authority**
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Robert Beck, Treasure Island Director
Fax: (415) 274-0299

To Contractor: **Rubicon Enterprises, Inc.**
154 So. 23rd St.
Richmond, CA. 94804
Attn: Jane Fischberg,
President and Executive Director
510.412.1751 – FAX
FEIN: 68-0353815

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel

and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently

pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. **Compliance and Enforcement**

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2 (a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each

person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City and Authority premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot

reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3 (e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.

k. Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This

obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

(1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far

fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City and/or the Authority is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's and Authority's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance

of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties (Supervision of Minors)

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties (Slavery Era Disclosure)

61. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Wages and Working Conditions.

Contractor agrees that any person performing labor in the construction of any improvements and any Alterations, which Contractor provides under this agreement, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Contractor shall include, in any contract for construction of such Improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Contractor shall require any contractor to provide, and shall deliver to Authority upon request, certified payroll reports with respect to all persons performing labor in the construction of such improvement work or any Alterations to the Premises.

63. Miscellaneous Prevailing Wage Requirements.

Contractor agrees to comply, to the extent required by law, with San Francisco Administrative Code Section 21C et seq. San Francisco Administrative Code Section 21C.1 – Section 21C.7 are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

TREASURE ISLAND DEVELOPMENT AUTHORITY	CONTRACTOR RUBICON ENTERPRISES, INC.
By: **Robert P. Beck, Treasure Island Director** Approved as to Form: Dennis J. Herrera City Attorney By: _____ Deputy City Attorney	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. _____ **Jane Fischberg, President and Executive Director**

Appendix

A: Landscape Budget for TI/YBI Service Areas

Appendix "A"
Landscape Budget for TI/YBI Service Areas

Routine landscape services for Treasure and Yerba Buena Islands for an amount not to exceed $50,216.08 per month, or $602,593 for the month-to-month period commencing on July 1, 2015. Below is the Landscape Maintenance Scope of Services to be performed by Rubicon Landscape at Treasure and Yerba Buena Islands, for FY 2015-2016:

Landscape Maintenance Services:

Blowing – Clean street, parking areas, sidewalks and turf areas of plant debris;

Detailing – Clean plant beds, remove weeds and debris, general plant bed maintenance;

Disease and Insect Control – Address plant disease and insect problems using Integrated Pest Management techniques;

Edging – Trim turf at edge of pavement;

Empty Trash – Empty public trash receptacles in public areas, including bus stops, marina, and perimeter trail, as well as replenishing of doggie bags in same areas;

Fertilize – Fertilize shrubs and turf;

Mowing – Cut grass in irrigated and non-irrigated areas;

Mulch – Maintain 2" minimum mulch layer in plant beds;

Litter Pickup – Removal and disposal of litter from streets, parking areas, sidewalks and turf areas, including small tree limbs;

Process Plant Debris – Using grinder and chipper, grind and chip green waste, and maintain compost pile;

Pruning – Prune shrubs for shape and plant health;

Spraying – Spray herbicide on weeds in plant beds and pavement cracks;

Trimming – Trim around trees, shrubs, obstacles, etc.;

Watering – Operating irrigation equipment and settings for automated irrigation, and perform hand watering where system is unavailable;

Irrigation Maintenance – adjusting irrigation and sprinkler systems;

Bulk Debris – Removal and disposal of large debris items such as abandoned furniture, trash, etc.

Landscape Maintenance Contracted Services:	Landscape Maintenance Services Not Performed By Rubicon Installation of new landscapes and / or renovation of existing landscapes, including irrigation replacement and repair of equipment; Tree Service – Tree service above 15 feet from ground, including pruning, removal of trees, and cutting of large fallen trees and branches

RESOLUTION NO.

[Rubicon Professional Services Agreement]

Resolution Authorizing the Treasure Island Director to execute a month-to-month Professional Services Agreement with Rubicon Enterprises, Inc. to Provide Landscape Services commencing on July 1, 2015 for an amount not to exceed $602,593.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the

portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and,

WHEREAS, The Authority has negotiated and endorsed a proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property (the "Homeless Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"), a consortium of California nonprofit corporations organized to utilize the resources of the Bas to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance Agreement") and approved by the Board of Supervisors in Resolution no. 243-11; and,

WHEREAS, Within the Amended Homeless Assistance Agreement is the Jobs and Equal Opportunity Program ("JEOP") which describes job training and employment opportunities for TIHDI's member organizations for formerly homeless and economically disadvantaged San Franciscans; and,

WHEREAS, The Authority wishes to support TIHDI pursuant to the Base Closure Community Redevelopment, Homeless Assistance Act of 1994, and Amended Homeless Assistance Agreement; and,

WHEREAS, Rubicon Enterprises, Inc. currently provides landscape maintenance services to the Authority and the Authority has negotiated with Rubicon Enterprises, Inc., a California non-profit corporation ("Rubicon"), to reach agreement on the terms of a new Professional Services Agreement (the "Agreement") in an amount not to exceed Fifty Thousand Two Hundred Sixteen Dollars and Eight Cents ($50,216.08) per month and Six Hundred Two Thousand Five Hundred and Ninety Three Dollars ($602,593) for 12 months,

which (i) describes the scope of work for the services shown in Appendix A of the Agreement, and (ii) establishes the term of the Agreement for a month-to-month period commencing on July 1, 2015; and,

WHEREAS, Under the proposed Professional Services Agreement for FY 2015/16, Rubicon will provide twelve (12) months of landscape/ building and grounds services on Treasure Island and six (6) months of services on Yerba Buena Island with a decrease in the scope of services from FY 2014/15 as Yerba Buena Island and several areas on Treasure Island namely the Great lawn, Pavilion, Casa de la Vista, Chapel, Fogwatch, and Star Barracks, will be excluded from the contracted services due to impending development of these areas resulting in a reduction of funding by $135,897

RESOLVED, That the Authority hereby finds that Rubicon's mission, purpose, and program is consistent with the Homeless Assistance Agreement; and

FURTHER RESOLVED, That the Authority hereby authorizes the Treasure Island Director to execute the Agreement with Rubicon Enterprises, Inc., effective July 1, 2015, for a month to month term in an amount not to exceed $602,593 in substantially the form attached hereto as Exhibit A; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Director or his designee to enter into any additions, amendments or other modifications to the Agreement that the Treasure Island Director or his designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Treasure Island Director or his designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 10, 2015.

_____

Jean-Paul Samaha, Secretary

AGENDA ITEM 6d
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 10, 2015

Subject: Resolution Approving and Authorizing the Execution of a Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative for Fiscal Year 2015-2016 (Action Item)

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

The Treasure Island Homeless Development Initiative ("TIHDI") is a consortium of nonprofit organizations that provide services to homeless and other economically disadvantaged San Francisco residents. TIHDI was organized to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994.

On November 26, 1996, the US Department of Housing and Urban Development approved the Base Closure Homeless Assistance Agreement and Option to Lease Real Property ("Homeless Assistance Agreement") between the City & County of San Francisco (the "City") as the Local Reuse Authority for Treasure Island and TIHDI. The Homeless Assistance Agreement was drafted as an element of the City's election to comply with the conditions of the Base Closure, Community Redevelopment and Homeless Assistance Act of 1994, which requires the Local Reuse Authority to propose a plan for using Base resources to assist homeless persons in the City. The Treasure Island Development Authority (the "Authority") is the successor Local Reuse Authority. In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement (the "TIHDI Agreement").

The proposed Professional Services Agreement (the "Agreement") between the Authority and TIHDI continues TIHDI's role in (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the executed TIHDI Agreement; (iii) development of housing units allocated to TIHDI under the TIHDI Agreement; and (iv) operation of a job broker system and economic self-sufficiency programs for Island residents.

Project staff and TIHDI have negotiated a budget of $196,000 to support TIHDI's mission and to provide services to the Treasure Island community for the Fiscal Year 2015-2016. The Agreement also provides onsite staffing at The Special Event Venues including Casa de la Vista, Building One, Great Lawn, Fogwatch Picnic Area, and the Chapel. Compensation for these increase services shall be billed monthly based on actual hours worked and at a rate not to exceed twenty five dollars ($25.00) per hour. Additionally, compensation for existing contact services excluding onsite Special Event Venue staffing shall be payable in monthly installments of $14,250. Funds to support the Agreement will come from the revenues generated by leasing Treasure Island facilities.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Agreement include the following:

Commencement Date: July 1, 2015

Term: Month-to-Month

Compensation: Compensation of up to $196,000 payable in twelve (12) monthly installments of $14,250.00 (totaling $171,000) commencing from July 1, 2015 for all contract services excluding onsite Special Event Venue staffing. Special Event Venue staffing will be billed monthly based on actual hours worked and at a rate not to exceed twenty five dollars ($25.00) per hour.

Services: TIHDI provides several services to the Authority including coordinating and facilitating participation of community-based homeless service organizations, operating the job broker system, as well as future development planning. TIHDI will coordinate and provide Community Leadership programming to Island residents, and operates the ShipShape building free of charge to the Island community. Additionally, TIHDI will provide onsite staffing at Casa de la Vista, Building One, Great Lawn, Fogwatch Picnic Area, and the Chapel in furtherance of its mission to create jobs. Responsibilities may include opening and closing of the venues, as well as greeting and assisting event contact with any facility related issues.

BUDGET IMPACT

The Agreement provides TIHDI with an amount not to exceed $196,000 during FY 2015-2016. This amount provides the same level of funding from FY 2014/15 for contract services.

RECOMMENDATION

Project staff recommends approval of the Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative for an amount not to exceed $196,000. TIHDI continues to expand its offerings and to provide important services to the Treasure Island community. These services include: supporting

economic self-sufficiency, operating a community center, providing a weekly food pantry, Community Leadership programming to Island residents, and operating a job broker system. A summary of TIHDI's Accomplishments in Fiscal Year 2014-2015 is attached as Exhibit B.

EXHIBITS

Exhibit A: Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative.

Exhibit B: Summary of TIHDI's Accomplishments in Fiscal Year 2014-2015.

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Robert P. Beck, Treasure Island Director

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, California 94130

Agreement between the Treasure Island Development Authority and

TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE

This Agreement is made this 1st day of July, 2015, in the City and County of San Francisco, State of California, by and between: the Treasure Island Homeless Development Initiative, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Treasure Island Director, hereinafter referred to as the "Director."

Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Authority's Purchasing Policy and Procedures authorize non-competitive negotiations for contracts that are in furtherance of the Homeless Assistance Agreement between the Authority and Contractor including any TIHDI member organizations for contracts for economic development opportunities identified in the Reuse Plan; and,

WHEREAS, Contractor provides services on Treasure Island including (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the Homeless Assistance Agreement; and (iii) operation of a job broker system and economic self-sufficiency programs for Island residents; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at

any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for a month to month term from July 1, 2015 to June 30, 2016. Notwithstanding anything in this Agreement to the contrary, either party, in its sole discretion, may terminate this Agreement for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the **Tenth** day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Director, in his or her sole discretion, concludes has been performed as of the **Final** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred and Ninety Six Thousand Dollars ($196,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement.

Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or

any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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2. Term of the Agreement

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No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement.

Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or

(e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Left blank by agreement of the parties (Disallowance)

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or

workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by

Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Authority for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Treasure Island Director

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall furnish to Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of Five Hundred Dollars ($500) per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority.

20. Default; Remedies

Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8.	Submitting False Claims; Monetary Penalties.	37.	Drug-free workplace policy
10.	Taxes	53.	Compliance with laws
15.	Insurance	55.	Supervision of minors
24.	Proprietary or confidential information of City	57.	Protection of private information
30.	Assignment		

Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.

(7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.

d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: **Treasure Island Development Authority**
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130

Attn: Bob Beck, Treasure Island Director
Fax: (415) 274-0660

To Contractor: **Treasure Island Homeless Development Initiative**
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Sherry Williams, Executive Director
Fax: (415) 834-9134

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. **Compliance and Enforcement**

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking

accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2 (a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City and Authority premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or

benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein

by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3 (e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each

Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.

k. Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and

procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

(1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to

quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City and/or the Authority is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's and Authority's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable

alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or

attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties (Supervision of Minors)

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other

improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties (Slavery Era Disclosure)

61. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Wages and Working Conditions.

Contractor agrees that any person performing labor in the construction of any improvements and any Alterations, which Contractor provides under this agreement, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Contractor shall include, in any contract for construction of such Improvements and Alterations, a requirement that all persons performing labor under such

contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Contractor shall require any contractor to provide, and shall deliver to Authority upon request, certified payroll reports with respect to all persons performing labor in the construction of such improvement work or any Alterations to the Premises.

63. Miscellaneous Prevailing Wage Requirements.

Contractor agrees to comply, to the extent required by law, with San Francisco Administrative Code Section 21C et seq. San Francisco Administrative Code Section 21C.1 – Section 21C.7 are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

TREASURE ISLAND DEVELOPMENT AUTHORITY	CONTRACTOR TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE
By: **Robert P. Beck, Treasure Island Director** Approved as to Form: Dennis J. Herrera City Attorney By: _____ Deputy City Attorney	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. _____ **Sherry Williams, Executive Director** **One Avenue of the Palms** **Treasure Island** **San Francisco, CA. 94130** City vendor number: **51465**

Appendices

A: Services to be provided by Contractor
B: Calculation of Charges

Appendix A
Services to be Provided by Contractor
Contract Year 2015-2016

Description of Services

TASK ONE

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor,

materials, and equipment necessary to:

- Coordinate and facilitate the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the TIHDI agreement.

Specifically:

- Operate the Job Broker System for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.
- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding facility issues impacting Treasure Island.
- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding hearings involving Treasure Island.
- Coordinate participation of members of the Treasure Island Homeless Development Initiative where appropriate.
- Operate the "Ship Shape" as a Community Center.
- Provide onsite afterhours staffing at Casa de la Vista, Chapel, and Building One.

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor,

materials, and equipment necessary to:

- Coordinate and facilitate the participation and implementation of community-based homeless service organizations in the long term development of Treasure Island.

Specifically:

- Participate in the development of the affordable housing component of the proposed development plan as specified in the TIHDI agreement.
- Implement community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the TIHDI Agreement and JEOP.

Appendix B
Calculation of Charges

TIHDI 2015-2016

	Total	
Income		
Contract Income		**TIDA**
Total Contract Income	196,000	196,000
Foundation Income		
Total Foundation Income	100,000	
Corporate Income		
Total Corporate Income	15,000	
Donation Income		
Total Donation Income	50,000	
Other Income		
Total Other Income	264,000	
Total Income	625,000	
Personnel		
Total Personnel & Benefits	386,683	
Non Personnel Expenses		
Prof Fees/Contracts		
Total Prof Fees/Contracts	102,000	
Program Expenses (includes and onsite staffing of TIDA's Special Event Venues of $25,000)		
Total Program Expenses	58,000	
Operating Expenses		
Total Operating Expenses	78,317	
Total Expenses	625,000	

Compensation of up to One Hundred and Ninety Six Thousand Dollars ($196,000) payable in twelve (12) monthly installments of $14,250.00 commencing July 1, 2015 for all contract services excluding onsite Special Event Venue staffing. Special Event Venue staffing will be billed monthly based on actual hours worked and at a rate not to exceed twenty five dollars ($25.00) per hour.

EXHIBIT B

Report to TIDA
From the Treasure Island Homeless Development Initiative
Contract Year 2014-2015

TIHDI received funding from TIDA to perform the following services. The accomplishments related to these services are as of May 31, 2015.

TASK ONE

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property.

Specifically:

- Operate the Job Broker System for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.

TIHDI recruited two new agencies this past year to the Job Broker System—Young Community Developers (YCD) and the Western Addition Access Center (Success Center), bringing the total number of Job Broker referring agencies to 18 SF community based organizations and the TI Job Corps.

TIHDI placed 62 people in full & part time, on call and temporary positions. 3 fulltime, 2 part time, 15 on call and 42 temporary positions for an average wage of $13.32 an hour.

TIHDI continues to have a very positive collaboration with SF Event Venues who has hired additional staff from the JBS since taking over management of the Oasis.

TIHDI is currently recruiting for 7 positions, 4 temporary positions for on island events at $15 per hour, two 12 to 24 month trainee positions and one full time position.

- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding environmental issues impacting Treasure Island.

When contacted to provide notice, TIHDI notifies members of environmental issues and encourages attendance at meetings that specifically address these issues. TIHDI has also coordinated meetings with housing providers specifically on the Navy environmental clean-up program when requested by TIDA.

- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding hearings involving Treasure Island.

Members are notified of hearings regarding Treasure Island and have attended on island TIDA meetings. Members are also notified of and are encouraged to attend the bimonthly community meetings.

- Coordinate participation of members of the Treasure Island Homeless Development Initiative where appropriate.

TIHDI members have been encouraged to participate in emergency planning, community and housing provider meetings. TIHDI coordinates the bimonthly Treasure Island Housing Partner meetings. These meetings have been very productive in creating a uniform approach to island issues such as residential parking, emergency planning, and crime. TIHDI is also a co-sponsor of the bi monthly community wide meeting.

TIHDI coordinated a number of youth service meetings with family housing providers and the YMCA to plan and support after school and summer programming. TIHDI organized a meeting with the SF Unified School District special education and pupil services departments for service providers and for parents. TIHDI has also worked with the Boys & Girls Club to help recruit for summer camp.

TIHDI was the lead organizer for the Back to School event in August and two Black History Month events in February that included co-sponsors from TIHDI members, island organizations and residents. These three events were attended by approximately 220 people total. TIHDI and its members also participated in National Night Out and the annual Halloween event.

TIHDI assisted TIMMA in getting responses to their transportation survey and has organized TIHDI housing provider meetings with TIMMA staff to provide input into the future transportation program.

- Operate the "Ship Shape" as a Community Center.

TIHDI provides an average of 90 Treasure Island households (representing approximately 270 people, many of these are children) supplemental groceries at the weekly Food Pantry held at the Ship Shape. The Ship Shape also hosts support groups, community meetings, special community events, program graduations, workshops and resident choir and dance practice. The Treasure Island NERT and Community Watch both hold their meetings at the Ship Shape. TIHDI manages scheduling, oversees maintenance, and pays for all expenses such as garbage, utilities and janitorial. This past year TIHDI installed a new heating system in the Ship Shape.

TIHDI continues to operate a Business Assistance Center in the Ship Shape which provides information to all island residents on banking, money management, credit repair, and asset development. The Center is the hub for the Economic Self Sufficiency Program (ESSP). It is open for drop in services Monday thru Friday from 9:30am to 4:30pm. There is a computer lab where people can come in to use the computer on a drop in basis and to get help on how to use a computer and to do job searches. Through the ESSP, TIHDI hosted a free tax aid site where 189 tax returns were completed for a total of $217,098 in refunds received. Approximately 275 island residents & workers have been assisted by this Center this past fiscal year.

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation of community-based homeless service organizations and coordinate activities with all public and private agencies operating on former naval base Treasure Island in the development of long term plans to implement the proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property on Treasure Island and Yerba Buena Island.

Specifically:

- Provide consultation on the affordable housing component of the proposed development plan by Treasure Island Community Development. This includes review of financing proposals by developer, phasing of housing, and the design and placement of housing.

- Provide input in community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the TIHDI Agreement.

After receiving a schedule for housing development from TIDA that showed the mapping of the affordable parcels, TIHDI convened its Housing Subcommittee to review the map and begin programming for the parcels. TIHDI developed a draft TIHDI unit replacement schedule and then organized a meeting with MOHCD and TIDA to review the map and to give MOHCD an update on island development timelines, including affordable housing.

TIHDI convened a number of meetings between TIDA, TICD and OEWD to review the requirements in the Jobs and Equal Opportunity Plan (JEOP) and to start planning for implementation. A MOU between TIHDI and OEWD articulating roles and responsibilities in construction and one with TIDA were developed. TIHDI reviewed the First Source Agreements and has provided input for revisions.

[TIHDI Professional Services Agreement]

Resolution Approving and Authorizing the Execution of a Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative for Fiscal Year 2015-2016

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested the authority to administer the public trust for commerce, navigation and fisheries as to such property in the Authority; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, The City and County of San Francisco, as the predecessor Local Reuse Authority for the Base, negotiated a proposed Base Closure Homeless Assistance Agreemer and Option to Lease Real Property (the "Homeless Assistance Agreement") with the Treasur Island Homeless Development Initiative ("TIHDI"), a consortium of nonprofit corporations organized to utilize the available resources of the Base to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Authority's purchasing policy and procedures authorize non-competitive negotiations for contracts in furtherance of the Homeless Assistance Agreement; and,

WHEREAS, The Authority has supported TIHDI pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 by contracting with TIHDI for the performance of services related to (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the proposed Homeless Assistance Agreement; (iii) development of housing units allocated to TIHDI under the Homeless Assistance Agreement; and (iv) operation of a job broker system and economic self-sufficiency programs for Island residents (collectively, the "Services"); and

WHEREAS, the current contract between the Authority and TIHDI for the Services expires June 30, 2015; and,

WHEREAS, The Authority and TIHDI have negotiated a new professional services agreement (the "Agreement") for the continued performance of the Services for the period from July 1, 2015 through June 30, 2016; and,

WHEREAS, under the current contract and under the proposed Agreement, TIHDI provided and will continue to provide the Services and will continue to be paid in twelve (12) monthly installments of $14,250 (totaling $171,000); and,

WHEREAS, Under the proposed Agreement, TIHDI will also provide onsite staffing at The Special Event Venues including Casa de la Vista, Building One, Great Lawn, Fogwatch Picnic Area, and Chapel, to be billed monthly based on actual hours worked and at a rate not to exceed twenty five dollars ($25.00) per hour, and compensation for this work shall not exceed $25,000; and,.

WHEREAS, TIHDI represents and warrants that it is qualified to perform the Services required by the Authority as set forth under the Agreement; now, therefore be it

RESOLVED, That the Authority hereby authorizes the Treasure Island Director to execute the Agreement, effective July 1, 2015, with TIHDI for an amount not to exceed $196,000 which includes funding for staffing at The Special Event Venues including Casa de la Vista, Building One, Great Lawn, Fogwatch Picnic Area, and the Chapel, in substantially the form of the Agreement attached hereto as Exhibit A; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Director or his designee to enter into any additions, amendments or other modifications to the Agreement that the Treasure Island Director determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Treasure Island Director or his designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 10, 2015.

_____

Jean-Paul Samaha, Secretary

AGENDA ITEM 6e
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 10, 2015

Subject: Resolution Approving and Authorizing the Execution of a Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc., to Provide Janitorial Services For a Month to Month Term, Commencing July 1, 2015 and Ending June 30, 2016 in an Amount not to Exceed $162,600 (Action Item)

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

Toolworks, Inc. ("Toolworks"), a California nonprofit public benefit corporation and a member organization of the Treasure Island Homeless Development Initiative ("TIHDI"), provides training and employment development services that increase economic opportunities for economically-disadvantaged people with disabilities. One of Toolworks' programs is contractual janitorial services. For over 17 years, Toolworks has been providing janitorial services to the Treasure Island Development Authority ("Authority") through its janitorial division. Trainees are recruited through the TIHDI Job Broker Program and through the Homeless Employment Collaborative. Toolworks has developed a specific training program for Treasure Island that utilizes one fulltime supervisor. This person trains and supervises the work of four trainees who work up to five hours a day, five days a week for 10 weeks. The trainees are then assisted in finding fulltime janitorial jobs. Toolworks gives priority placement in this program to Treasure Island residents.

On November 26, 1996, the US Department of Housing and Urban Development approved the Base Closure Homeless Assistance Agreement and Option to Lease Real Property ("Homeless Assistance Agreement") between the City & County of San Francisco (the "City") as the Local Reuse Authority for Treasure Island and TIHDI. The Homeless Assistance Agreement was drafted as an element of the City's election to comply with the conditions of the Base Closure, Community Redevelopment and Homeless Assistance Act of 1994, which requires the Local Reuse Authority to propose a plan for using Base resources to assist homeless persons in the City. The Authority is the Local Reuse Authority.

In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance Agreement"). The Board of Supervisors approved this agreement in Resolution No. 243-11. Within the Amended Homeless Assistance Agreement is the Jobs and Equal Opportunity Program ("JEOP") which describes job training and employment opportunities for TIHDI's member organizations for formerly homeless and

economically disadvantaged San Franciscans. Section 6 of the JEOP identifies specific opportunities for TIHDI member organizations who operate social enterprises to be given the Right of First Offer ("ROFO") for janitorial and landscaping services, among others. These contracts cannot be bid out outside TIHDI until the good faith process outlined in the ROFO process has been satisfied.

Under the proposed contract, Toolworks will provide twelve (12) months of janitorial services to the Treasure Island Childcare Facility located at Building 502 and the Administration Building offices which consist of TIDA's Project Office and all Administration Building occupants, except the US Navy and the San Francisco Police Department. This is a "full service" contract, meaning Toolworks provides janitorial services as well as paper products, cleaning supplies and equipment. Toolworks will also provide six (6) months of weekly janitorial services and / or post event cleaning services to the Authority at the Administration Building, Casa de la Vista, and Chapel.

Routine services are for five days a week for an amount not to exceed $12,275 per month or $147,300 for a month to month term starting July 1, 2015 and ending no later than June 30, 2016. The Professional Services Agreement also provides for post event cleaning services which shall be billed monthly on a per event basis, and charged at a rate of: the Administration Building - $700.00 per event; Casa de la Vista- $350 per event; and Chapel- $100 per event. Total compensation for all services under this Professional Services Agreement shall not exceed $162,600.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Professional Services Agreement include the following:

Locations:	Building 502 (Childcare Facility), Administration Building offices, Casa de la Vista, Chapel, and Administration Building
Commencement Date:	July 1, 2015
Term:	Month-to-Month
Compensation:	Amount not to exceed Twelve Thousand Two Hundred Seventy Five Dollars ($12,275) per month and One Hundred Forty Seven Thousand Three Hundred Dollars ($147,300) for 12 months, with a total not to exceed amount, including per event services, of One Hundred Sixty Two Thousand and Six Hundred Dollars ($162,600)
Janitorial Services:	Contractor will provide the following services, materials and supplies: soap, toilet paper, hand towels, seat covers for all restrooms and kitchens in all venues with the exception of hand towels at the Childcare Facility; uniform soap and paper goods

dispensers for all restrooms and kitchens in all venues; and transport of equipment and personnel.

BUDGET IMPACT

The Agreement provides Toolworks with an amount not to exceed $162,600 during FY 2015-2016. This amount provides a reduction in funding of $3,550.00 from FY 2014/15 for contract services.

RECOMMENDATION

Staff believes that Toolworks' mission, purpose, and program is consistent with the Amended Homeless Assistance Agreement. Project Staff recommends the Authority Board approve the proposed Professional Services Agreement for janitorial services with Toolworks commencing on July 1, 2015 for an amount not to exceed $162,600 for Fiscal Year 2015-2016.

EXHIBITS

Exhibit A: Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc.

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Robert P. Beck, Treasure Island Director

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, California 94130

Agreement between the Treasure Island Development Authority and

TOOLWORKS, INC.

This Agreement is made this 1st day of July, 2015, in the City and County of San Francisco, State of California, by and between Toolworks, Inc., a California nonprofit public benefit corporation, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Treasure Island Director, hereinafter referred to as the "Director."

Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, the Authority wishes to procure janitorial services at Naval Station Treasure Island; and,

WHEREAS, Janitorial and other building maintenance services are identified in the Homeless Component of the Treasure Island Reuse Plan as one of the economic development opportunities available to assist homeless and other economically disadvantaged San Franciscans; and,

WHEREAS, The Amended and Restated Base Closure Homeless Assistance Agreement between the Authority and the Treasure Island Homeless Development Initiative ("TIHDI") and the Jobs and Equal Opportunity Program approved by the Board of Supervisors require Authority to negotiate in good faith with TIHDI member organizations; and,

WHEREAS, Contractor, a member organization of TIHDI, provides janitorial services that increase economic opportunities for economically-disadvantaged people and people with disabilities; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for a month to month term from July 1, 2015 to June 30, 2016. Notwithstanding anything in this Agreement to the contrary, either party, in its sole discretion, may terminate this Agreement for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Calculation of Charges / Scope of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the tenth day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Director, in his or her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred Sixty Two Thousand and Six Hundred Dollars ($162,600). The breakdown of costs associated with this Agreement appears in Appendix A, "Calculation of Charges / Scope of Services," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or

(e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance – Left blank by agreement of the parties

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Authority and the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the Authority address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences

during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of Five Hundred Dollars ($500) per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority..

20. Default; Remedies

Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8.	Submitting False Claims; Monetary Penalties.	37.	Drug-free workplace policy
10.	Taxes	53.	Compliance with laws
15.	Insurance	55.	Supervision of minors
24.	Proprietary or confidential information of City	57.	Protection of private information
30.	Assignment		

Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.

(7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.

d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or

other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting false claims
9. Disallowance
10. Taxes
11. Payment does not imply acceptance of work
13. Responsibility for equipment
14. Independent Contractor; Payment of Taxes and Other Expenses
15. Insurance
16. Indemnification
17. Incidental and Consequential Damages
18. Liability of City
24. Proprietary or confidential information of City
26. Ownership of Results
27. Works for Hire
28. Audit and Inspection of Records
48. Modification of Agreement.
49. Administrative Remedy for Agreement Interpretation.
50. Agreement Made in California; Venue
51. Construction
52. Entire Agreement
56. Severability
57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: **Treasure Island Development Authority**
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Robert Beck, Treasure Island Director
Fax: (415) 274-0299

To Contractor: **Toolworks, Inc.**
25 Kearny Street, Suite 400
San Francisco, CA. 94108
Attn: Steven Crabiel, Executive Director
FAX (415)733-0991

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the

Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after

Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. **Compliance and Enforcement**

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, the board of a state agency on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide Authority the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this

Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. Authority is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 Chapter 12Q are incorporated by reference and made a part of

this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City or Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.

k. Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically

disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

(1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year.

Therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City and/or the Authority is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's and Authority's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors – Left blank by agreement of the parties

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be

enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the

remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City and Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City and Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City and Authority because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure – Left blank by agreement of the Parties.

61. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Wages and Working Conditions.

Contractor agrees that any person performing labor in the construction of any improvements and any Alterations, which Contractor provides under this agreement, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Contractor shall include, in any contract for construction of such Improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Contractor shall require any contractor to provide, and shall deliver to Authority upon request, certified payroll reports with respect to all persons performing labor in the construction of such improvement work or any Alterations to the Premises.

63. Miscellaneous Prevailing Wage Requirements.

Contractor agrees to comply, to the extent required by law, with San Francisco Administrative Code Section 21C et seq. San Francisco Administrative Code Section 21C.1 – Section 21C.7 are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

TREASURE ISLAND DEVELOPMENT AUTHORITY	CONTRACTOR TOOLWORKS, INC.
By: **Robert P. Beck, Treasure Island Director** Approved as to Form: Dennis J. Herrera City Attorney By: Deputy City Attorney	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. STEVEN CRABIEL, EXECUTIVE DIRECTOR, 25 KEARNY STREET, SUITE 400 SAN FRANCISCO, CA 94108 FEIN 94-2493384 PHONE – (415) 733-0330 FAX (415)733-0991 City vendor number: **46565**

Appendix

A: Calculation of Charges and Scope of Services to be provided by Contractor

Appendix A

Calculation of Charges / Scope of Services

Compensation of up to one hundred forty seven thousand and three hundred dollars ($147,300), payable in twelve monthly installments of $12,275 for routine janitorial services for the Childcare Facility, Administration Building Offices, Casa de la Vista and Chapel; and post event cleaning charges for events held at the Casa de la Vista and Chapel. Post event cleaning charges shall be charged per event as follows:

Administration Building - $700.00 per event
Casa de la Vista- $350 per event
Chapel- $100 per event

Total compensation for all services under the Professional Services Agreement shall not exceed $162,600.

Contractor will provide the following services and materials:

- Cleaning equipment, materials and supplies
- Soap, toilet paper, hand towels, seat covers for all restrooms and kitchens in all venues with the exception of roll hand towels at the Childcare Facility.
- Uniform soap and paper goods dispensers for all restrooms and kitchens in all venues
- Transport of equipment and personnel

This budget represents total annual compensation that shall be paid to Contractor.
Contractor shall submit an invoice for compensation to the attention of the Executive Director within 10 days of the final day of each month as compensation for the month.
Authority shall pay invoice within 30 days of receipt of invoice.

[TOOLWORKS PROFESSIONAL SERVICE AGREEMENT]

Resolution Approving and Authorizing the Execution of a Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc., to Provide Janitorial Services Commencing July 1, 2015 and Continuing on a Month to Month Basis but Ending No Later than June 30, 2016, in an amount not to exceed $162,600

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base

upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, On February 6, 1998, the Board of Supervisors adopted Resolution No. 43-98 approving the designation of the Authority as a redevelopment agency for Treasure Island and Yerba Buena Island; and,

WHEREAS, The Authority has negotiated and endorsed a proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property (the "Homeless Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"), a consortium of California nonprofit corporations organized to utilize the resources of the Base to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance Agreement") and approved by the Board of Supervisors in Resolution no. 243-11; and,

WHEREAS, Within the Amended Homeless Assistance Agreement is the Jobs and Equal Opportunity Program ("JEOP") which describes job training and employment opportunities for TIHDI's member organizations for formerly homeless and economically disadvantaged San Franciscans; and,

WHEREAS, The Authority wishes to support TIHDI pursuant to the Base Closure Community Redevelopment, Homeless Assistance Act of 1994, and Amended Homeless Assistance Agreement; and,

WHEREAS, Toolworks, Inc. a California nonprofit corporation ("Toolworks"), is a member organization of TIHDI, and has demonstrated that it is qualified to perform the janitorial and other building maintenance services required by the Authority as set forth in the proposed contract; and,

WHEREAS, Since September 1, 2004, the Authority has contracted with Toolworks for janitorial and other building maintenance services on the former Base, and the current contract expires June 30, 2015; and,

WHEREAS, Section 6 of the JEOP identifies specific opportunities for TIHDI member organizations to be given the Right of First Offer ("ROFO") for janitorial and landscaping services, among others. These contracts cannot be bid out outside TIHDI until the good faith process outlined in the ROFO process has been satisfied; and,

WHEREAS, The Authority, following the ROFO process, negotiated with Toolworks to reach agreement on the terms of a new Professional Services Agreement (the "Agreement") in an amount not to exceed One Hundred Sixty Two Thousand Six Hundred Dollars ($162,600), which (i) describes the scope of work for the services shown in Appendix A of the Agreement, and (ii) establishes the term of the Agreement for a month-to-month period commencing July 1, 2015 and expiring on June 30, 2016; now, therefore be it

RESOLVED, That the Authority hereby authorizes the Director of Island Operations or her designee to execute the Agreement with Toolworks in substantially the form attached hereto as Exhibit A; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Director or his designee to enter into any additions, amendments or other modifications to the Agreement that the Treasure Island Director or his designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase

the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Treasure Island Director or his designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 10, 2015.

_____

Jean-Paul Samaha, Secretary

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

EDWIN M. LEE, MAYOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
DRAFT MEETING MINUTES

June 10, 2015 – 1:30PM

Casa de la Vista, Treasure Island
191 Avenue of the Palms, San Francisco, CA 94130

DIRECTORS

V. Fei Tsen, President
Larry Mazzola, Jr., VP
Linda Fadeke Richardson
Hon. Jane Kim (Ex-Officio)

Jean-Paul Samaha, Secretary
Mark Dunlop, CFO
Jeff Kositsky

Robert Beck, Treasure Island Director
Kate Austin, Commission Secretary

ORDER OF BUSINESS

1. Call to Order 1:30pm

Present
V. Fei Tsen
Linda Richardson
Jeff Kositsky
Larry Mazzola
Mark Dunlop

Excused
Jean-Paul Samaha
Supervisor Kim, *Ex-Officio*

2. General Public Comment

There was no public comment.

3. Report by Treasure Island Director

Bob Beck, Treasure Island Director, reported on Treasure Island operations and development activities.

Operations: Last month SFFD moved into Station 48 and held an open house on May 30th supported by NERT & YMCA, TI Flea Market celebrated its 4th anniversary on May 30th and 31st, and TIC celebrated TI youth graduations on June 5th. The Bliss Dance statue was disassembled following a celebratory event on the evening of May 14th.
This month a Project Pull intern will start working at TIDA June 16th, Captain Defillipo will host Southern Station Community Meeting June 17th, and there will be a resident's cleanup day on June 20th.

Development: The Navy will hold drop-in sessions on May 19th and July 14th at the ShipShape. On May 28-30 ENGEO tested the vibratory method proposed for the geotechnical consolidation of the fill material of which the island was constructed.
On May 29th the first land transfer of 290 acres on TI and YBI was completed. Next step is the Trust Exchange with the State Lands Commission and filing of a Validation Action with the court to validate the exchange agreement.
The Signage Master Plan and Sub-Phase Applications for the first areas of work will be submitted by TICD this month. Relocation Notices will be issued on June 9th.
Stephen Proud will be leaving Lennar.

Director Richardson made comments on Navy Transfer, the Bliss Dance statue, and arts program on Treasure Island.

4. Communications From and Received by TIDA

There was no discussion on Communications by Directors.
There was no public comment.

5. Ongoing Business by Board of Directors

Director Dunlop asked that Item 7 be continued until a later board meeting and discussed the possibility of an on-island meeting. A YBI neighborhood group would like to be on the agenda to make a presentation rather than be limited by the three minutes of public comment.
Director Tsen commented that public notice has gone out, Item 7 is an information item and staff is prepared to go ahead to day. Additional meetings can be discussed.
Director Richardson agreed with Director Tsen and would like to move forward.
Further discussion of the subject was deferred until Item 7 was called to be heard.

6. CONSENT AGENDA

a. Approving the Minutes of the May 13, 2015 Special Meeting
b. Resolution Authorizing the Treasure Island Director to Execute a Grant Agreement with the Boys and Girls Clubs of San Francisco, a California Non-Profit Organization, for the

purpose of funding Boys and Girls Clubs of San Francisco's Camp Mendocino tuition for all on-Island youth residents for summer of 2015

c. Resolution Authorizing the Treasure Island Director to execute a month-to-month Professional Services Agreement with Rubicon Enterprises, Inc. to Provide Landscape Services commencing on July 1, 2015 for an amount not to exceed $602,593
d. Resolution Approving and Authorizing the Execution of a Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative for Fiscal Year 2015-2016
e. Resolution Approving and Authorizing the Execution of a Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc., to Provide Janitorial Services For a Month to Month Term, Commencing July 1, 2015 and Ending June 30, 2016 in an Amount not to Exceed $162,600

There was no public comment.

Director Richardson moved the consent agenda.
Director Samaha seconded the motion.
This item passed unanimously.

7. **Transitional Housing Rules and Regulations Overview and Yerba Buena Resident Relocations Update**

Director Dunlop moved that the item be continued.
Director Mazzola asked how many on-island meetings have been held regarding the impending relocations. Answer: There have been four recent on-island meetings, and has been an ongoing process since 2012.
The motion was not seconded.

Bob Beck, Treasure Island Director, presented the conditions precedent to residential leasing, an overview of the Transitional Housing Rules and Regulations, and the YBI selection processes from 2012-present.

Director Tsen asked for a recap of the replacement unit assignments including when and how they were made. Answer: 14 households retained their 2014 assignments. 12 households were assigned units based on submitted ballots. Three assignments were made in response to reasonable accommodation requests. One household initiated the in-lieu payment process. 10 households with incomplete or no ballot submitted were assigned replacement units by lottery.
Director Kositsky asked if the THRRs apply to TIHDI units. Answer: No, there are a separate set of THRRs for TIHDI residents which provide no in-lieu payment option.
Director Kositsky asked who manages the YBI relocation process. Answer: The process is managed by TIDA, City Attorney, the John Stewart Company, and a relocation consultant.
Director Richardson asked when the relocation process began. Answer: Communications with YBI residents regarding the relocations was in 2012 and the in-lieu payment option has been available since October of that year. There were presentations to residents during the development of the THRRs as far back as 2009.

Director Mazzola asked if units are ready to be moved into. Answer: The Villages have been in process of rehabbing units in anticipation of the moves.
Director Mazzola asked if the YBI residents moving to TI will have option to move back to YBI. Answer: The market rate housing on YBI is proposed to be developed for purchase so residents purchasing a unit would have the option of purchasing a unit on YBI. 5% of the YBI units will be affordable so existing YBI or TI residents meeting those affordability requirments may have an opportunity to be placed in those units.
Director Mazzola asked if there will be additional opportunities for residents to take the in-lieu payment option. Answer: Yes, there will be a minimum of two more opportunities.
Director Dunlop emphasized that moving from the units on YBI will be a significant disruption and upsetting for people who have made their home there for many years, and he urged patience during this process. Director Dunlop asked questions on pre-marketing and on the FHWA moving allowance schedule.

Carol Harvey, reporter, asked if there has even been an appeals board and what is the significance of the date of the DDA in offering benefits. Ms. Harvey asked if there are federal and state laws that cover relocation rights, why is it necessary to make THRR's? Answer: Although there are federal and state laws governing relocations, residents would not be considered displaced and therefore not eligible for benefits under those laws. The THRRs provides benefits substantially the same benefits that are required for displaced persons under federal and state laws. When the THRRs were adopted along with the DDA it provided benefits to residents of the island at that time, but did not extend those benefits to future residents which has allowed TIDA to continue leasing units as they have become vacant without encurring additional relocation obligations.
Betty Mackey commented on her issues with the selection and assignment process. She expressed the belief that the two units she was offered in response to her accommodation request are in higher crime rate areas of TI and were made in retaliation for her harassment complaints against JSCo's property manager. She complained that JSCo has been communicating with her via their counsel which has required that Ms. Mackey work with her attorney incurring additional legal expenses.
Todd Brennan, YBI resident and Executive Secretary of YBI Residents Mutual Benefit Corporation requested that his group have an opportunity on a future agenda, preferably on-island, to present. Mr. Brennan commented that the selection process has never gone well and is concerned with the actions of TIDA that are counter to the original plan and put YBI residents at disadvantage.

Director Tsen commented that the selection process has been the subject of ongoing discussions with residents for many years, believes that the THRR benefits are generous, and asked that requests for agenda items or other matters be submitted to the board in writing.

8. **Discussion of Future Agenda Items by Directors**

There was no Discussion of Future Agenda Items by Directors.
There was no public comment.

9. **Adjourn 3:00pm**